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ABSTRACT

The collective bargaining agreement between the Montana University System and the Eastern Montana College Chapter (140 members) of the American Association of University Professors (AAUP) covering the period July 1, 1981-June 30, 1985 is presented. Items covered are: definitions, nondiscrimination and affirmative action, unit recognition and determination, AAUP security, information and data, union use of facilities, release time, rights and responsibilities of students, student grievance procedure, faculty evaluation by students, management rights, academic freedom and responsibilities, shared governance, faculty-administration committee, academic council, academic senate, tenure and promotion in rank, tenure criteria, rank and tenure appeals process, termination for cause, retrenchment, tenure and appointment practice, appointment of adjunct faculty, department chairs and area coordinators, hiring procedures, class and course assignment, conflict of interest, patents and copyrights, leaves of absence, faculty salaries, salary determination, summer session compensation, merit pay, group insurance, unemployment insurance, workers' insurance, retirement systems, grievance procedure and arbitration, and negotiation procedures. Appended are a copy of an agreement reached in a collective bargaining lawsuit, a student and staff handbook of rights and responsibilities, a faculty appointment form, and information on salary adjustments. (SW)

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ED257381

Collective Bargaining Agreement

Between

American Association of University Professors

Eastern Montana College

And The

Montana University System

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July 1, 1981 Through June 30, 1985

HE018436

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

EASTERN MONTANA COLLEGE

AND THE

MONTANA UNIVERSITY SYSTEM

JULY 1, 1981 THROUGH JUNE 30, 1985

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1.000 PREAMBLE

This Agreement is entered into by the Commissioner of Higher Education (as agent for the Board of Regents of Higher Education and on behalf of Eastern Montana College), hereinafter referred to as "Commissioner," and the Eastern Montana College Chapter of the American Association of University Professors, hereinafter referred to as "AAUP," and has as its goals the furtherance of quality education.

The purpose of this Agreement is to establish a formal understanding with regard to salaries, benefits and other conditions of employment and the establishment of an equitable procedure for the resolution of grievances.

It is recognized by the parties that mutual benefits are to be derived from continual improvement in the instructional programs of the College, that the faculty is qualified to assist in formulating educational policies and to contribute to the development of educational programs in keeping with its historical role in American higher education; and that the College has responsibility to present and make available to the student body the kind and quality of learning that meets the highest standards of higher education.

2.000 GENERAL CONTRACT PROVISIONS

2.100 DEFINITIONS

For purposes of this Agreement, the following definitions shall be used:

AAUP

The Eastern Montana College Chapter of the American Association of University Professors which is the exclusive

representative for collective bargaining purposes as recognized in Section 3.110 of this Agreement.

ADMINISTRATION

The President and other appointed Administrative Officers of Eastern Montana College who are not members of the bargaining unit.

ADMINISTRATIVE UNIT

Includes Departments in the School of Liberal Arts and Business and Economics, the Divisions in the School of Education, the Institute for Habilitative Services, the Instructional Development Center, the Library, the Student Personnel Division, the Teacher Corps Program, and/or other special programs.

ADMINISTRATIVE UNIT HEAD

Department Chairpersons in the School of Liberal Arts and Business and Economics, Divisional Chairpersons in the School of Education, the Director of the Institute for Habilitative Services, the Librarian, the Director of Instructional Development Center, the Dean of Students, the Director of Teacher Corps, and/or the directors of other special programs.

ASEMC

Associated Students of Eastern Montana College.

ASEMC EXECUTIVE CABINET

The President, Vice President, and Business Manager of the Associated Students of Eastern Montana College as elected by that body.

ASEMC SENATE

The duly elected members of the Student Senate of the

Associated Students of Eastern Montana College.

BOARD OF REGENTS

The Board of Regents of Higher Education.

COLLEGE

Eastern Montana College (EMC).

COMMISSIONER

The Commissioner of Higher Education as Agent for the Board of Regents and on behalf of Eastern Montana College.

DAY

A calendar day except when otherwise stated.

FACULTY HANDBOOK

Appendix B of this contract contains the Handbook as described in Section 3.210.

AGREEMENT

The collective bargaining agreement as ratified by the Board of Regents and the AAUP.

PRESIDENT

The President of Eastern Montana College, as appointed by the Board of Regents.

STUDENTS

All current matriculated students attending Eastern Montana College.

FACULTY

All members of the bargaining unit.

ADJUNCT FACULTY

Persons appointed under Section 9.110 of this Agreement.

2.200 DURATION

This Agreement shall be in full force and effect from July 1, 1981, to and including June 30, 1985; however, for

the biennium beginning July 1, 1983, and ending June 30, 1985, Section 11.000 (Compensation) shall be open for negotiation. Section 6.300 as it pertains to the past practice date shall be changed to June 30, 1981, upon completion of negotiations for compensation for 1983-85.

Negotiations on Section 11.000 (Compensation) shall begin within thirty (30) days following the signing of the 1983-85 appropriations bill containing the appropriations for faculty compensation. The parties agree to make a good faith effort to complete the negotiations by June 30, 1983.

The compensation section (11.000) shall preserve the following features:

Base step and salary determination
Salary matrix
Less than normal raises
Merit pay
Market Adjustments
Intermediate steps
Above salary matrix
Summer session

Other sections of the Agreement may be opened by mutual agreement.

This contract shall remain in full force and effect and considered as renewed from year to year after June 30, 1985, unless either party notifies the other in writing at least ninety (90) days prior to the expiration of the contract, or any anniversary date thereafter, of its desire to modify or terminate the contract.

2.300 ENTIRE AGREEMENT

This Agreement constitutes the entire negotiated Agreement between the Commissioner, the Administration and the AAUP and supersedes all previous regulations, contracts, practices, traditions, or policies which are in conflict

with the expressed terms of this Agreement. This Agreement shall constitute the Master Agreement for all faculty members in the bargaining unit. However, this section does not affect the Agreement contained in Addendum A.

2.400 SAVINGS CLAUSE

If any provisions of this Agreement or any application of the Agreement to the parties to this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

2.500 CONTRACT INTERPRETATION

The differences between the parties concerning the meaning, interpretation or application of this Agreement, where no formal grievance exists, shall be referred to the Faculty-Administration Committee and if not resolved, the parties agree to include such unresolved items on an agenda list for subsequent negotiations.

2.600 NONDISCRIMINATION AND AFFIRMATIVE ACTION

The parties to this Agreement are committed to a policy of nondiscrimination and equal opportunity for all persons. Neither the Board of Regents, its agents, nor the AAUP shall discriminate on the basis of race, creed, color, sex, religion, national origin, marital status, physical ability, age or political beliefs. In addition, parties support affirmative action for all protected classes, including Vietnam era and disabled veterans, handicapped persons, females, and members of minority groups.

This Agreement shall be applied equally in all cases

with respect to salaries, hours, and terms and conditions of employment.

The AAUP agrees that it shall admit to membership, and represent equally, all persons within the recognized exclusive bargaining unit as defined in this Agreement.

Neither the Commissioner nor the Board of Regents shall interfere with, restrain, or coerce the employees covered by this Agreement because of membership in or nonmembership in, or lawful activity on behalf of, the AAUP. Neither the Commissioner nor the Board of Regents shall discriminate in respect to hiring, tenure or employment, or any terms or conditions of employment of any employee covered by this Agreement because of membership in, or lawful activity on behalf of, the AAUP, nor shall either discourage or attempt to discourage membership in the AAUP.

2.700 CONTRACT PERIOD

A. Academic Contract Year. The academic contract year shall consist of days when classes are in session as defined in the official college calendar commencing one week preceding the first day of classes in the fall and ending upon the submission of final grades each quarter or after commencement, whichever is later, and including registration days each quarter.

B. Summer Session. The provisions of this agreement shall cover only those faculty members while employed by the College, during summer session registration days and classes as specified by their individual professional letter of appointment.

3.000 FACULTY RIGHTS

3.110 RECOGNITION

The Commissioner recognizes the AAUP as the exclusive collective bargaining representative of the unit as originally determined by the Board of Personnel Appeals and as modified by this or any subsequent collective bargaining agreement.

3.120 UNIT DETERMINATION

The bargaining unit for faculty at Eastern Montana College shall be determined in accordance with the original ruling of the Board of Personnel Appeals and shall include faculty employed for .5 FTE or greater for the academic year at the ranks of Lecturer, Instructor, Assistant Professor, Associate Professor, Professor, visiting and adjunct faculty. The bargaining unit excludes the President, Vice President, Deans, Division Chairpersons, Coaches and individuals whose responsibilities are primarily administrative and who teach less than .5 FTE.

All positions in the bargaining unit at June 30, 1981, shall remain in the unit. The AAUP and the Administration may agree to changes in the status of specific persons or the status of new positions. Such changes shall thereby be incorporated into this Agreement.

3.130 AAUP SECURITY

The Administration will deduct bi-weekly AAUP dues from the salary of each faculty member who has voluntarily authorized such deduction in writing. These amounts shall be delivered by the College to the Treasurer of AAUP.

3.140 INFORMATION AND DATA

The Commissioner and the Administration shall make

available to the AAUP, upon its request and within a reasonable time, such data and financial information as normally are available for use in the ordinary course of business. The AAUP reciprocally shall make available similar information to the Commissioner and the Administration. Neither the Commissioner, the Administration, or the AAUP shall be required, without an effective written waiver, to provide another with information which is privileged, confidential, or which would require the revelation of personal information of a private nature or which has been gathered or prepared specifically for purposes of preparing for or conducting collective bargaining. Voluminous information shall be made available for inspection at its normal place of retention, or upon request, will be provided to the other party at cost.

Other campus groups or administrators shall, upon request, furnish the AAUP copies of any proposed policy change which the AAUP feels may be in conflict with this Agreement. If the campus group or administrator feels that the AAUP should not be entitled to such proposed changes, the issue shall be referred to the Faculty-Administration Committee, or, if appropriate, made subject to the grievance procedure.

The Commissioner shall supply one copy of the Board of Regents' complete agenda and approved minutes to the AAUP at the same time they are provided to the Board of Regents. The Administration shall furnish the AAUP a copy of the regular agenda of the Academic Council.

Nothing contained herein shall prevent the President of

the AAUP from consulting with the President at times other than those set forth above, if matters arise of an urgent or emergency nature within the area of collective negotiations.

3.150 MEETING ROOMS

The AAUP shall be permitted to meet at the College and use College meeting facilities at no charge.

3.160 BULLETIN BOARD SPACE

The Administration shall assign space on official bulletin boards for the purpose of posting AAUP notices. It is agreed that the number of AAUP bulletin board areas shall not exceed five.

3.170 CAMPUS MAIL ROOM

The AAUP shall be permitted to use College mail room facilities for the distribution of AAUP communications. Such communications must be clearly marked as AAUP mail and shall be given the same attention as other campus mail.

3.180 OFFICE SPACE

The AAUP shall be allowed to rent office space at a mutually agreed upon location on the campus at Eastern Montana College at a nominal annual rate. The office will be furnished with a desk, three chairs, a file cabinet, a bookcase, a coat rack, and a wastebasket.

3.190 RELEASE TIME: AAUP

Two designated representatives of the AAUP shall upon request to the Administration be granted three (3) credit hour reductions per quarter in teaching load with no reduction in pay.

3.200 INSTRUCTIONAL RESEARCH AND DEVELOPMENT

The parties to this Agreement recognize their mutual

obligation to improve continually the quality of instructional methods and programs at this College. They further recognize that research or other scholarly activities on the part of faculty members is vital to such efforts at improvement. To give specific meaning and support to this position, the following items are agreed to:

A. The Commissioner agrees to recognize that, when available, college financial support for individual faculty research is appropriate to the development of a strong faculty.

B. A committee of six members, consisting of three students appointed by the President of the Associated Students of Eastern Montana College and three faculty members named by the AAUP, shall advise the President of Eastern Montana College on the allocation of available funds. The Committee shall devise and publish whatever forms and guidelines are necessary.

C. Any person holding faculty rank or any student or group of students sponsored by a person holding faculty rank shall be eligible to apply for use of these funds.

3.210 HANDBOOK

Except when modified by the Agreement, the following sections of the Faculty Handbook shall remain in full force and effect as part of this Agreement:

1005	5008
2007	5021
4001	6001.0
4004.3	6001.1
5001.2(1)(2)(8)	6001.2

The above sections are reproduced in their entirety as Appendix B to this Agreement. However, the Faculty Administration Committee may add, modify, or delete sections to this Appendix. The approved modifications or deletions shall be incorporated into this Agreement.

3.220 PROFESSIONAL LETTER OF FACULTY APPOINTMENT

Rights and benefits of faculty members set forth in this Agreement shall be incorporated into and made part of any individual professional letter of faculty appointment (Appendix C) with the Board of Regents. In the event of conflict between the terms of an individual professional letter of faculty employment and the terms of this Agreement, the Agreement shall be controlling. This Agreement shall be made a part of the professional letter of faculty appointment to be issued to each faculty member and when thus incorporated, this Agreement shall constitute the only contract between the parties concerning salaries, and terms and conditions of employment.

4.000 ROLE OF STUDENTS

4.100 RIGHTS AND RESPONSIBILITIES

The Commissioner, the Administration, and the AAUP recognize that students are a vital factor in efforts to maintain and improve the quality of education available at Eastern Montana College. It is understood by the parties that open communications with the student body are critical and that inclusion of students in the decision-making process is both necessary and desirable. To this end it is agreed that:

A. Students shall have the opportunity to be represented on Eastern Montana College Committees according to Sections 6.300 (Academic Council) and 6.400 (Principles on Shared Governance Committees).

B. Student participation on all other current or new committees established during this agreement will be developed in the following manner:

1. A committee composed of three students appointed by the ASEMC Senate and three faculty members appointed by the AAUP shall determine student membership. However, students shall not serve on the College Rank and Tenure Committee.

2. Search committees selected to fill faculty or administrative positions. In the case of faculty search committees, the student member should be a major in good standing in the department where the vacancy exists.

3. Unit promotion and tenure committees evaluating faculty for promotion and tenure, on which the student representative will have a vote, and will be allowed to participate in accordance with the following procedure:

   a. Each unit rank and tenure committee will select a student representative from a list of three students provided by the ASEMC; the students nominated shall be majors in the unit affected. If within ten (10) days of notice, the ASEMC does not provide such a list, the unit rank and tenure committee will select a student.

   b. The student representative in a unit in which a faculty member is being considered for promotion and/or tenure will be allowed to participate in the committee's discussions regarding the person's qualifications for promotion and/or tenure. During unit tenure and promotion committee meetings, the student representative shall be allowed access to the candidate's application and other pertinent information. The student representative shall assume the same responsibilities as other members of the committee in regards to confidentiality and attendance. All of the committee recommendations, including their analysis of evaluations must be carried forward with the faculty member's application to the dean, the academic vice president, the College Rank and Tenure Committee, and the President. The concerned faculty member will be provided copies of all material carried forward.

C. Not later than the second week of class each quarter, each faculty member shall distribute to the students, a brief written course description indicating course requirements, grading system to be utilized, office location and phone number, and any estimated additional costs to the student that may occur during the quarter. Students shall be kept informed of the faculty member's office hours.

D. Students may participate in the collective bargaining process in accordance with state law.

All parties shall recognize, support, and work cooperatively with the Student Senate and other chartered student organizations. Properly authorized students shall not be unfairly disadvantaged because of participating in such activities; however, the students shall be responsible for all work assigned.

4.200 STUDENT GRIEVANCE PROCEDURE

The following student grievance procedure shall be established to deal with the grievances that arise with members of the bargaining unit or with members of the Administration over fair and impartial treatment of students, or the failure to properly and justly apply college policies to the students. Where a student has good cause to believe that he/she has such a grievance, he/she may utilize the following procedures. No student will be discriminated against in any way for having brought a grievance. "Student," when used in this section, refers to the student alleging a grievance.

DEFINITION - STUDENT GRIEVANCE

A student grievance is an allegation by a student that there has been a breach, misinterpretation or improper application by a member or members of the bargaining unit and/or by the Administration and/or by the AAUP, of this Agreement.

STEP ONE - The student should confer with the faculty member against whom the alleged grievance exists. The student must confer with the department chairperson or, in the event the grievance is against a department head, with the appropriate Dean before resorting to the formal grievance process.

In the case of an alleged grievance against an administrator, the student should talk with that administrator. The student must talk to the administrator's immediate supervisor before resorting to the formal grievance process.

Any party to the alleged grievance may request witnesses, and the student may be accompanied by the Student Grievance Officer.

STEP TWO - If the student feels that the alleged grievance is unresolved after the Step One meeting, the student may file a formal grievance in writing using the specified grievance form. This formal grievance, hereafter referred to as Grievance, must be filed with the Student Grievance Officer within twenty (20) days of the Step One meeting, or within thirty (30) days from the date the student knew or had reason to believe he/she was subject to unfair or unequitable treatment from a member or members of the faculty or administration. The student, through the Student Grievance Officer, then requests the immediate supervisor

of the faculty member(s) or administrator(s) involved to arrange a Step Two meeting between the student, the faculty member(s) or college administrator(s) involved, the Student Grievance Officer, and the appropriate immediate supervisor. This request shall be honored within twenty (20) days. Any grievance not filed within these time periods shall be deemed null and without further formal recourse.

STEP THREE - If the student feels that the complaint is unresolved after the Step Two meeting, the Student Grievance Officer may, within ten (10) days, request that the President of the College call for a Student Grievance Committee.

In the case of a grievance against a faculty member, the Student Grievance Committee shall consist of three (3) members of the bargaining unit appointed by the President of the AAUP and three (3) members of the student body appointed by the ASEMC President.

In the case of a grievance against an administrator, the Student Grievance Committee shall consist of three (3) members of the administration appointed by the President of the College and three (3) members of the student body appointed by the ASEMC President.

Each of these presidents shall appoint alternate members as necessary. Students appointed to the committee must have earned 45 credit hours at EMC with a cumulative grade point average of 2.5 or above. Under no circumstances shall any of the six (6) members be from the same unit or administrative office as the parties to the complaint. No person shall serve if there is an indication of a potential conflict of interest.

Each party to the complaint may exercise one preemptory challenge of a committee member to hear the complaint. The committee shall be formed and meet within ten (10) days of the request and will be convened by the chairperson of the Faculty-Administration Committee. A chairperson will be chosen at the first meeting of the committee.

During the course of the deliberations, opportunity will be given for both grievance officers to present the issues involved and a record of any previous actions. Opportunity will be given for all parties to the complaint to make statements, answer questions, and present witnesses. The committee may confer with other individuals at its discretion. Each party to the grievance may have an official representative.

Within thirty (30) days of its formation, the Student Grievance Committee shall determine findings of fact and resolution of the complaint. The resolution may include denial of the complaint, or a warning letter, formal reprimand, and/or specific remedy limited to curing the complaint. The committee shall make its decision by majority vote. A tie vote shall result in denial of the complaint. The committee's decision shall be the final disposition of the complaint under this Agreement. Authority for implementation of specific remedy rests with the President of the College. In the event the complaint is against the President of the College, the final disposition of the complaint rests with the Board of Regents.

4.300 FACULTY EVALUATION BY STUDENTS - PERFORMANCE REVIEW

It shall be the responsibility of each Unit Rank and Tenure Committee to conduct a student evaluation of the

classes of each faculty member in the administrative unit at least one quarter each year (excluding summer session). For first and second year faculty members, the evaluation must be conducted during Fall quarter. All evaluations will be conducted by the end of Winter quarter.

The administrative unit may use either the campus-wide instrument designed by the 1979-81 Faculty Evaluation Committee or an instrument of its own design unless there is an objection by the appropriate Dean. If the Dean objects, the AAUP and the Dean shall submit both instruments to a mutually acceptable peer party for determination. Should the AAUP and the Dean fail to mutually agree, the Faculty Administration Committee shall resolve the issue. If the peer party determines that the campus-wide instrument is better, the unit shall use the campus-wide instrument. With the campus-wide instrument, a composite score of all questions and classes of 3.00 (i.e., good; where 1 = poor, 2 = fair, 3 = good, 4 = very good, 5 = excellent) or more shall be deemed to satisfy the criteria of 7.130(A), 1, 3, 4 of this agreement. If a departmental instrument is used, it must contain a comparable 5-point scale and the same criteria satisfaction score will apply. In the event the Unit Rank and Tenure Committee fails to conduct student evaluations, the Administration shall conduct the evaluations.

The evaluation results for all faculty in the administrative unit will be forwarded to the Chairperson of the Unit Rank and Tenure Committee. The Committee Chairperson shall analyze the results and shall have the Unit Committee conduct a performance review for those faculty receiving

less than a 3.00 rating. The Committee may also decide to review the performance of other faculty members in the administrative unit upon request of the Dean or the Administrative Unit Head if the Committee is provided substantial instances of violations of section 9.600 (Accountability) of the Contract. No faculty member may serve on the Unit Rank and Tenure Committee while under a performance review by the Committee.

By December 1, 1982, each unit will develop a set of procedures and standards for performance reviews in the unit. Such standards will be consistent with national practices in the discipline(s) of the unit and must address the items of the Accountability section (9.600) of this contract. A College Standards Committee consisting of the College Rank and Tenure Committee plus the Deans of the Schools of Liberal Arts, Business and Economics, and Education will review and approve the procedures and standards from each unit by March 15, 1983. If the unit fails to recommend procedures and standards acceptable to the Standards Committee, the Standards Committee, in consultation with the unit, shall develop a set of procedures and standards for the unit.

After a performance review the Unit Committee may recommend to the Faculty-Administration Committee that the faculty member receive a less than normal increase in salary for the next academic year. No less than normal salary increases shall be authorized in 1931-82 or 1982-83.

5.000 MANAGEMENT RIGHTS

5.100 MANAGEMENT RIGHTS

The Board of Regents, through its agent, the Commissioner

of Higher Education, acting in this Agreement on behalf of Eastern Montana College, shall have the following rights to determine the structure, mission, policies and purposes of Eastern Montana College. The policies of the Board and the College shall extend, except as modified by this Agreement, to the following:

A. Direct faculty;

B. Hire, promote, transfer, assign and retain faculty;

C. Relieve faculty from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;

D. Maintain the efficiency of Eastern Montana College operations;

E. Determine the methods, means, job classification, and personnel by which Eastern Montana College operations are to be conducted;

F. Take whatever actions may be necessary to carry out the missions of Eastern Montana College in situations of emergency;

G. Establish the methods and processes by which work is performed.

6.000 SHARED GOVERNANCE

6.100 GENERAL PRINCIPLES

While the final authority for the governance of Eastern Montana College is vested in the Board of Regents of Higher Education, it is recognized by the Board of Regents that faculty and students should participate in the formation of its academic policy. Areas of faculty and student interest and participation are delineated and the procedures under which the faculty and students shall function are as described in the section on Shared Governance.

6.200 ACADEMIC FREEDOM AND RESPONSIBILITIES

The parties to this Agreement recognize and accept the

importance of academic freedom to faculty members. Academic freedom is the right of scholars freely to study, discuss, investigate, teach, publish, and, for artists, freely to create and exhibit works of art.

Academic freedom applies to both teaching and research. Freedom in research is fundamental to the advancement of truth. Academic freedom in its teaching aspect is fundamental for the protection of the rights of the faculty member in teaching and of students to freedom in learning. The concept of academic freedom carries with it duties correlative with rights.

The faculty member is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his/her other academic duties; but research and consulting for pecuniary return should be based upon an understanding with the Administration.

The faculty member is entitled to freedom in the classroom in discussing his/her subject, but he/she should be careful to present various scholarly views related to his/her subject and avoid presenting totally unrelated material.

The concept of freedom should be accompanied by an equally demanding concept of responsibility. The college or university faculty member is a citizen, a member of a learned profession, and as an officer of an educational institution, he/she should be free from institutional censorship or discipline, but his/her special position in the community imposes special obligations. As a person of learning and an educational officer, he/she should remember that the public may judge his/her profession and his/her institution by his/her utterances. Hence, he/she should at

all times be accurate, should exercise appropriate restraint, should show respect for the opinions of others, and should make every effort to indicate that he/she is not an institutional spokesperson.

6.300 ACADEMIC COUNCIL

A. Composition

1. The Dean of Faculty and Academic Vice President shall serve as chairperson and will be able to vote in case of a tie. The chairperson will have the power to summon other persons to attend council meetings as consultants or witnesses.

2. Four faculty members to be chosen from full-time instructors by a vote of the faculty or by appointment by the Faculty Senate.

3. Four Administrators to be elected or selected from and by the members of the administration.

4. Four students to be elected either by an election or appointment by the Student Senate.

B. Function

The Academic Council is constituted as the highest level policy making body at Eastern Montana College concerned with the academic program of the institution. As such, all basic policy considerations related to the academic activities of the faculty and students come under its purview. The Academic Council is charged with the responsibility of reviewing and evaluating existing programs and policies and formulating replacement of new ones as the occasions demand. In executing this charge, the Academic Council in effect, recommends action to the President of the College, and regardless of the point of origin, all committee recommendations relating to the academic policy clear finally through the Academic Council.

C. Procedural Guidelines for the Academic Council

1. A proposed agendum item and attachments to be considered by the council will be made available to the membership at least one council meeting prior to the meeting at which the item is to be finally considered. Except by a three-quarters vote of consent of the members present, all items shall have a first and second consideration before final action.

2. Agendum items for the Academic Council may be submitted by any committee to the Chairperson for those items normally considered by the council.

3. Items falling within the ordinary scope of the council may be referred to the council for review and discussion. The council shall determine whether or not it wishes to consider the item.

4. If and when procedures within normal channels have been exhausted and a person feels reconsideration of an item is merited, he/she may request the Academic Council to do so, and the Council shall decide if it will consider that item.

The Academic Council shall be subsumed by the creation of the Academic Senate under process described in Section 6.500.

6.400 FACULTY-ADMINISTRATION COMMITTEE

A joint Faculty-Administration Committee to discuss mutual concerns shall be established and shall meet monthly during the academic year. Special meetings may be called upon the joint recommendation of the President of the College and the President of the AAUP. The members will select their own chairperson and recording secretary. The chairperson will rotate from AAUP to Administration annually. It shall be the duty of the recording secretary to distribute minutes to the Committee and affected personnel and/or their administrative unit heads. In the deliberations of the Faculty-Administration Committee the Administration and the AAUP may each exercise a single vote. It is not the purpose of this Committee to negotiate items in this Agreement, and the Committee shall not be used as a by-pass of grievance procedures set forth in this Agreement. The parties agree

that the President of the Associated Students of Eastern Montana College or his/her designee shall be invited to participate in the discussion.

In the event of a conflict between the existing or the future Board of Regents and/or Administration policies and this Agreement, the terms of this Agreement shall apply during its duration. No change, revision, alteration or modification of this Agreement shall be valid unless mutually agreed upon by both parties and endorsed by written addendum hereto.

One of the purposes of the Faculty-Administration Committee is to attempt to resolve disagreements regarding policy changes which involve faculty benefits and working conditions not covered by this Agreement. The Committee may agree to resolve any differences by mutual agreement. Unresolved differences shall be placed on an agenda for subsequent negotiations. The Commissioner and the Administration have and shall retain all rights conferred by law or current Board policy. The faculty has and shall retain all rights and benefits conferred by law and the benefit of policies specifically applicable to the faculty as a whole in effect subsequent to June 30, 1978, except as modified by this Agreement.

6.500 POLICY ON SHARED GOVERNANCE COMMITTEES

In keeping with the existing practices on shared governance through academic committee structures, the following principles shall be followed:

A. Existent standing committees, except those established in this agreement on December 1, 1981, shall continue to exist with established functions and compositions.

B. New standing committees or changes in existent committees except those established in this Agreement, must be approved by the Academic Council.

C. The chairperson of an appointed standing committee should have some say in the membership of the committee under his/her direction.

D. Faculty members who wish to serve or who do not wish to serve on a particular committee should be given full consideration.

E. Student participation on existent committees shall continue under practice as of December 2, 1981. For new committees the procedure in 4.100(B) shall be followed.

F. The President may appoint ad-hoc committees to deal with special issues when such issues are not included in the function of a standing committee.

6.600 SHARED GOVERNANCE - ACADEMIC SENATE

The AAUP, as the elected bargaining agent, retains exclusive right to negotiate and reach agreement on all matters pertaining to salaries, benefits and terms and conditions of employment. Without waiving this right, the AAUP and the Board recognize the desirability of a system for faculty participation in areas of academic concern. Such a system shall be implemented through a democratically elected and representative Academic Senate, whose structure and membership must be approved by the faculty as a whole. It is understood that the Academic Vice President will be consulted and his/her agreement sought during the process of preparing the proposed structure and membership. The AAUP in consultation with the Faculty Senate and the Academic Council shall be responsible for the formation of the Academic Senate. The present Academic Council and Faculty Senate will function until its replacement is approved by the faculty.

The Academic Senate shall have the opportunity to make recommendations to the President on the following:

A. Specific curricular changes submitted by the faculties of the various departments and schools through the appropriate college committee.

B. General requirements for various degrees, and nomination of candidates for graduation.

C. General requirements for admission and retention of students and guidelines for student recruitment.

D. All matters affecting the structure of the academic program.

E. Other matters as agreed to by the Faculty-Administration Committee.

Recognizing that the President and the AAUP both have a vested interest in the Academic Senate's action, they or their representatives shall be provided an opportunity to address the Academic Senate on any matters upon proper notice. Failure of the AAUP to bring about the formation of the Academic Senate within 15 months of the ratification of this Agreement shall authorize the President of the College to establish a process to address the above matters.

6.700 ACADEMIC ADMINISTRATION SEARCH COMMITTEE

Academic Administration Search and Screening Committees for other than Presidents will consist of six faculty, four administrators (other than the President) and two students. Six faculty representatives shall be appointed by the President from a list of nine names submitted by the President of AAUP. The ASEMC President will appoint the two students, and the President will appoint the four administrators. Community persons may be appointed by the Committee.

The Committee will submit no more than three acceptable names for appointment to the President. The President will

appoint from among those three names, ask the Committee for additional names, or close the search, and will determine the number of candidates to be interviewed before the search is started. Copies of all written correspondence between the President and the candidates shall be furnished to the Search Committee Chairperson.

7.000 FACULTY ADVANCEMENT

7.100 TENURE AND PROMOTION IN RANK

7.110 GENERAL PRINCIPLES

A. The attainment of tenure and/or the advancement in rank of faculty is not a right but is a privilege accorded to candidates based on overall performance as evaluated under the shared responsiblity of peer committees and the administration.

B. Every candidate for tenure and/or advancement in rank has the right to be informed annually of the criteria and processes used by the committees and administrative officers.

C. The candidate has the right to be heard and evaluated fairly and impartially on all criteria and in all processes.

D. Every candidate for tenure and/or advancement in rank has the right to be informed of the recommendations together with reasons for recommendations at all levels of the process.

E. In regard to the evaluation and recommendation processes for both rank advancement and tenure, the parties shall recognize a high degree of autonomy of the administrative units, the need and validity of review and recommenda-

tion by the respective dean, the moderating and balancing effect of the faculty elected College Rank and Tenure Committee which represents both schools as a broad faculty peer group. These powers of evaluation and recommendation carry with them a high degree of responsibility for applying candor, honesty, and fairness throughout the process, from the unit level through the President.

F. The College Rank and Tenure Committee, the Academic Vice President, and the President, operating under the Board of Regents, have the responsibility to maintain levels of quality among disciplines, units, and schools.

G. Every candidate for tenure or advancement in rank has the right of appeal of any recommendations.

H. For the purposes of determining continuous tenure, faculty members who are appointed with three or more years of probationary service earned at another four-year institution will be given notice of an intention to renew or not to renew before the close of the third year of employment at Eastern Montana College so that one full calendar year may constitute appropriate notice.

I. Once the faculty member qualifies for and is granted tenure, his or her employment and his or her tenure shall be with Eastern Montana College and not with the University System.

J. Tenure shall mean the right of a faculty member to hold his or her position and not to be removed therefrom except as hereinafter set forth in the Agreement. All present faculty members who hold tenure shall continue in that status.

7.120 GENERAL REGULATIONS

A. Definition of Continuous Tenure Appointments. The appointment of a faculty member beginning his/her eighth year or its equivalent of full-time service constitutes an award of continuous tenure status. If tenure is not to be awarded with the eighth contract, the faculty member must be so informed by June 30 of his/her sixth year of service. The appointment of a faculty member beginning his/her fifth year or its equivalent of full-time service at the institution in the rank of associate professor or of professor constitutes an award of continuous tenure status.

B. General Procedures. Tenure may be recommended and awarded only after the faculty member has undergone a comprehensive review in accordance with procedures and criteria established by the Agreement. Tenure cannot be achieved simply by the service of the seven-year probationary period without positive review. Tenure review shall be conducted during the sixth year of probationary service. Failure of the college to comply with this process is grievable.

The President will advise the appropriate unit head to commence the review for tenure. Starting with the unit, the tenure review process successively involves the respective Dean, the College Rank and Tenure Committee, the Academic Vice President, and the President. In the absence of the award of tenure by the Board of Regents, the contract for the seventh year of probationary service is a terminal contract.

7.130 CRITERIA FOR GRANTING TENURE

The following criteria shall be followed by all parties

in the entire process in the evaluation of all candidates for continuous tenure status. Each candidate will be expected to meet the following criteria which have been traditionally accepted as indications of professional quality. However, it is understood the criteria below, lettered A through D, need not be met to the same degree. Furthermore, candidates shall be required to meet some, but not necessarily all sub-categories under those same criteria.

A. Teaching.

1. Evaluations by students for at least two years, if available.
2. Peer review.
3. Effective use of innovation in instruction.
4. Effective academic stimulation of students.

B. Professional Growth and Activity.

1. Scholarly publication, research or creative endeavors.
2. Participation in professional societies, conferences and meetings.
3. Production of grants to enhance professional development of the individual, the instructional unit, or the college.
4. Evidence of mastery of subject matter and awareness of current developments in the discipline.

C. Service.

1. Consulting both on or off campus.
2. Public professional service on and/or advising of boards, agencies, committees, and officials both on and off campus.
3. Speaking engagements related to the professional field.
4. General service to the college.

D. Capability of the candidate to serve with the emerging instructional mission of the unit. This mission, as defined by the unit, will be in harmony with the programs approved by campus shared governance structures and the Board of Regents.

1. Present and future staffing patterns of the college.

2. Projection of trends in enrollments.

3. Local needs and emphases of programs.

E. An appropriate terminal degree for the discipline. An exception to this criterion will be allowed for the candidate whose local achievement warrants and who provides external evidence of outstanding professional achievement at a regional and/or national level.

7.140 PROCESS TO DETERMINE APPROPRIATE TERMINAL DEGREE

For purposes of determining if a candidate possesses the appropriate terminal degree under criteria E in Section 7.130, the following process will be followed:

A. Any doctorate degree earned prior to January 1, 1979, by a present faculty member on a tenure track appointment will be considered to be an appropriate terminal degree for the discipline in which the candidate holds his or her appointment.

B. Candidates who do not possess an earned doctorate on January 1, 1979, but who hold some other degree which he or she wishes to submit as an appropriate terminal degree must present the credentials with justification for review to his or her unit promotion and tenure committee prior to the formal application for tenure. The justification for determining the appropriateness of that terminal degree will be based on documented practices and policies within recognized national professional organizations pertaining to the discipline and on trends and practices in higher education. The

unit level committee will make its recommendation to the Dean of the School who will attach his or her recommendation and send it on to the College Rank and Tenure Committee. The College Rank and Tenure Committee, in turn, will make its recommendation to the Academic Vice President for final determination. Only for compelling reasons will the Academic Vice President overrule the recommendation of the College Rank and Tenure Committee. The Academic Vice President will inform the candidate in writing of the final determination.

C. Candidates who have been admitted to candidacy in doctoral programs in accredited institutions as of January 1, 1979, will be treated as follows:

1. A candidate who provides written evidence dated prior to January 1, 1979, from the administration of Eastern Montana College that the current doctoral program is acceptable for the institutional mission of the unit will be considered to possess an appropriate terminal degree upon completion of said program. Should a member of the administration have agreed verbally, prior to January 1, 1979, to the appropriateness of a degree, the candidate may secure a written statement to that effect within one year of the ratification of this contract.
2. A candidate who cannot provide written evidence dated prior to January 1, 1979, from the administration of Eastern Montana College that his or her current doctoral program is acceptable for the instructional mission of the unit will obtain such a determination by submitting the description of

the program with supporting documentation to the unit promotion and tenure committee for review and recommendation to the Dean of the School. The Dean will forward the proposal with his or her recommendation to the College Rank and Tenure Committee which, in turn, will make its recommendation to the Academic Vice President for final determination. The candidate will be informed in writing of the final determination.

D. The appropriate terminal degree for all new faculty hired after January 1, 1979, will be determined at the time of search, screening and appointment as set forth in Section 9.300 (Hiring Procedures).

7.150 CRITERIA FOR PROMOTION IN RANK

The same criteria as set forth in Section 7.130, together with the process to determine appropriate terminal degrees as set forth in Section 7.140, shall be followed by all parties in the entire process in the evaluation of all candidates for promotion in rank with the following additional qualifiers:

A. Instructor to Assistant Professor: a minimum of two years in rank as an Instructor at Eastern Montana College, plus evidence of success in meeting three of the criteria in 7.130.

B. Assistant Professor to Associate Professor: a minimum of four years in rank as an Assistant Professor at Eastern Montana College, plus continued success in meeting four of the criteria in 7.130 since the last promotion or the initial appointment,

whichever is most recent.

C. Associate Professor to Professor: a minimum of four years in rank as an Associate Professor at Eastern Montana College, plus strong continued success in meeting items A and E, and two of the three items lettered B, C, D, in 7.130, since the last promotion. Promotion to the rank of Professor is the ultimate recognition of mature academic qualifications and experience.

7.160 UNIT RANK AND TENURE COMMITTEE

Each administrative unit shall develop participatory procedures for recommendations within the unit for both the awarding of tenure and promotion to higher ranks. These procedures will allow participation by all members of the administrative unit in the process of structuring the unit rank and tenure committee, developing and/or modifying procedures, and developing devices for measurements of criteria. Peer review of candidates must be guaranteed by the administrative unit.

In the event of the failure of a unit committee to develop and/or follow such procedures and meet time deadlines, the College Rank and Tenure Committee shall have the authority to act independently. In the event of the failure of the College Rank and Tenure Committee to act independently, then the Administration shall have the obligation to insure the faculty member due process in the matter. Failure of the Administration to insure such due process shall be grievable.

The failure of an administrative unit to develop or to follow such participatory procedures shall not be grievable.

7.170 COLLEGE RANK AND TENURE COMMITTEE

7.171 Organization

A. The College Rank and Tenure Committee shall be composed of five faculty members each of whom meet the following criteria for election and/or service on the Committee:

1. They shall be full-time instructional faculty members.

2. They shall hold the rank of professor except that an Associate Professor may represent the School of Business and Economics until such time that the School has at least two professors who are willing to serve.

3. They shall hold continuous tenure appointments.

4. They shall be members of the bargaining unit.

5. One shall be from the School of Liberal Arts, one from the School of Education, one from the School of Business and Economics, and the remaining two shall be at-large members.

B. Elections shall be conducted by the Faculty Administration Committee or by an agent appointed by it. All elected members shall serve three (3) year staggered terms. One of the members shall be elected chairperson by majority vote of the members of the committee. The chairperson shall be given a one-course reduction in load for winter quarter. The term of the office of the chairperson shall be one year. No administrative unit chairperson on this committee may participate in discussions and/or votes on members of their unit.

C. The Administration shall provide stenographic assistance to the College Rank and Tenure Committee.

The secretary so provided shall act as the recorder for the College Rank and Tenure Committee. The chairperson shall prepare official minutes of every committee meeting. The official file shall be maintained in the Academic Vice President's office.

D. The Committee shall provide for scheduled student appearances before the Committee by arrangement with the Student Senate; however, students shall not sit as members of the Committee nor shall they participate in Committee deliberations.

7.172 Functions

The College Rank and Tenure Committee shall:

A. Recommend to the Academic Vice President on all applications for rank and tenure.

B. Develop a set of functional timelines, forms and operational procedures to standardize the reporting and documentation process within the procedures and deadlines specified herein. These items shall be approved by the Faculty-Administration Committee before use in 1979-80. Such timelines may be extended by the College Rank and Tenure Committee where necessary to insure proper review.

C. Assure that proper review is provided by the unit committees; and if evidence of inadequate consideration or improper review is found, to either: (1) remand the case to the unit committee for re-evaluation in accordance with the College Rank and Tenure Committee suggestions; or (2) set aside the prior recommendation in its own deliberations.

D. Make recommendations to the Academic Vice President concerning:

1. Which positions are entitled to academic rank.

2. All initial appointments for academic rank above Assistant Professor.

3. Questions involving probationary years at other colleges for tenure.

4. Questions involving the granting of non-academic years of experience.

E. Perform other duties as assigned elsewhere in the contract.

7.180 RANK AND TENURE PROCESS

Each administrative unit will establish a file of documentation of criteria evaluation on each faculty member who is on a probationary contract and/or who is at a rank below professor. The file will be supplemented annually and the faculty member will be allowed to make copies of the contents of the file. The files will be used by the Unit Rank and Tenure Committee as follows:

A. For probationary faculty, in each year prior to their sixth year of probationary service, the unit chairperson under the advice of the Unit Rank and Tenure Committee will send a letter of evaluation based on the tenure criteria with a recommendation concerning retention and future tenurability via the Dean to the Academic Vice President. The Dean will augment the recommendation with his or her own recommendation based upon the same criteria. The candidate will receive copies of all letters immediately. Should the unit's and Dean's recommendations be in conflict, the Academic Vice President

will conduct the necessary investigation to reconcile the conflict and so inform the candidate, in writing, of the specific criteria under which his or her future tenure is in doubt.

B. During the sixth year of probationary status of a candidate, the President shall, by October 15, request the Unit Rank and Tenure Committee, through its Chairperson, to forward a recommendation on tenure, with reasons, by December 1 to the Dean. Failure of the President to initiate the tenure review process shall be grievable. The recommendations of the administrative unit, the appropriate Dean, and the College Rank and Tenure Committee shall be forwarded to the Academic Vice President, who shall make a recommendation to the President. The recommendations at every level shall be accompanied by sufficient documentation to show what evidence was gathered to apply the criteria for tenure. A copy of the recommendations, with reasons, will be provided the candidate at every level.

The Dean of the School will be given thirty (30) days to deliberate and carry out his or her own evaluation process on tenure, before sending his or her recommendation along to the College Rank and Tenure Committee.

The College Rank and Tenure Committee will deliberate and submit tenure recommendations to the Vice

President by March 1.

The entire file must be forwarded to the President, and the affected faculty member must be notified of the Academic Vice President's decision by April 1. The President shall then inform the candidate in writing of his or her decision by May 1.

C. For any candidate who applies for promotion in rank, a process similar to that in paragraph B above will be used in the year(s) of such application. Recommendations must be received by the Academic Vice President from the College Rank and Tenure Committee by April 1.

7.190 RANK AND TENURE APPEALS PROCESS AND FINAL ACTION

7.191 The Tenure and Promotion Appeals Committee

A. The Tenure and Promotion Appeals Committee shall be an Ad Hoc Committee composed of two persons selected by the Faculty-Administration Committee at the time when the Faculty-Administration Committee receives a notice of appeal. The Faculty-Administration Committee shall design forms and procedures for the appeals process.

B. Following the recommendation of the Academic Vice President, an applicant for promotion or tenure may appeal to the Committee if there appears to be a possibility of:

1. Factual error
2. Procedural error
3. Prejudice
4. New information

C. This Appeals Committee shall have the right to have any party involved in the process of rank

advancement and/or tenure appear before it as a witness, and any party involved in these processes has a corresponding right to request an appearance before the Committee.

D. After hearing an appeal, this Committee shall submit its recommendations within ten (10) days to the President and the appellee.

E. The President shall respond to the Committee and the appellee within ten (10) days. The President shall have the right to act independently if the Committee fails to act within the time limits specified. No faculty member shall be awarded tenure or promotion solely because the aforesaid procedures were not followed.

8.000 TERMINATION AND RETRENCHMENT

8.100 TERMINATION FOR CAUSE

A. Disciplinary Sanctions

Any tenured or nontenured member of the academic faculty may be subject to disciplinary sanctions for failure to carry out the responsibilities of a faculty member as defined in Section 9.600 (Accountability). Disciplinary sanctions shall include warning letters, formal reprimands, or less than normal salary increases. All less than normal raises shall be determined as a result of the process outlined in Section 4.300 (Faculty Evaluation by Students - Performance Review). Salary may be withheld when an employee is absent without authorization or justification for a period in excess of five (5) regular work days, pending an investigation of the circumstances of the absence.

B. Suspension

In the case of termination proceedings, until a final administrative determination has been reached by the President the faculty member may be suspended or assigned to other duties in lieu of suspension. Suspension is appropriate only when immediate harm to the faculty member or others is threatened by his or her continuance. Salary will continue during the period of suspension.

Any employee may be suspended without pay upon conviction of a felony or a crime involving moral turpitude.

C. Terminations

Termination of the appointment of a faculty member on a continuous tenure or a special or probationary appointment before the end of the specified term, may be effected by the college for adequate cause. Terminations will not be employed as a punitive measure nor to punish faculty members for the exercise of their right to academic freedom or constitutionally guaranteed civil rights. Whether adequate cause exists for termination shall be determined by the President, pursuant to section D and E below. Cause for termination shall include:

(1) Conviction of a felony or crime involving moral turpitude during the period of employment at the institution or the willful concealment of such crime in making application for employment;

(2) Consistent and/or uncorrected failure to carry out the responsibilities of a faculty member as enumerated in Section 9.600 (Accountability) of the contract which failure shall be directly and substantially related to the fitness of the faculty member in his or her professional capacity as a teacher or researcher;

(3) Fraud or misrepresentation of professional

preparation, accomplishments or experience in connection with initial hiring or in the submission of materials for evaluation for promotion in rank, tenure, or salary adjustment purposes;

(4) Endangering, exploiting, or abusing students or employees.

D. Termination Procedures

The termination of any faculty member for adequate cause will be preceded by a discussion between the faculty member and the President or a designated representative. The matter may be concluded by mutual consent at this point.

In the event the foregoing process has not effected an adjustment, an investigation will be conducted by the Committee on Service. The Committee on Service is a standing committee consisting of four (4) tenured faculty members: two (2) appointed by the President and two (2) appointed by the AAUP. Each member shall serve a two (2) year term. A member of the Committee, upon request to the appropriate appointing authority, may be excused from participation in a particular investigation for reasons of conflict of interest. If a member is excused, the appropriate authority shall appoint a new member for that particular case. The President shall submit to the Committee the name of the faculty member, the possible causes for discharge and any other relevant information. The Committee shall report its findings of fact relating to whether cause exists for termination within the time period specified by the President, but shall not be required to do so sooner than thirty (30) days after submission of the matter by the President.

If the possible cause for discharge, submitted by the

President, involves charges under Section C(2), the Committee on Service shall be augmented by two (2) tenured faculty members appointed by the College Rank and Tenure Committee. In such a case, the Committee's investigation and report shall include an evaluation of whether the faculty member has satisfied the general standards of competence in the discipline. If, after receipt of the investigation report, the President determines that cause exists for discharge, the President shall notify the faculty member in writing of the cause and date of discharge.

E. Disciplinary Sanctions, Suspension, and Termination Grievable

Any disciplinary sanctions, suspension, or termination by the employee shall be grievable by means of the grievance procedure provided in Section 13.000 (Grievance Procedure and Arbitration) of this Agreement. The burden of proof shall rest upon the College, and that burden shall be satisfied only by a preponderance of the evidence in the record considered as a whole.

8.200 RETRENCHMENT

Retrenchment is the termination of tenured faculty members for either financial or programmatic reasons.

The necessity for retrenchment shall be determined by the Board of Regents, after considering the recommendations of (1) the College President; (2) the Commissioner of Higher Education; and (3) the Faculty Review Committee in accordance with the following procedures:

Necessity for retrenchment arises from any one or a combination of the following two (2) situations:

(1) When the faculty personnel services budget is insufficient to sustain the current

number of tenured positions, without reducing current faculty salaries; or

(2) When an administrative unit, program or degree as listed in the catalog is curtailed or discontinued because of a sustained drop in enrollment, shifted student interests or changed role and scope.

In determining whether retrenchment is necessary and in selecting the areas where the terminations will occur, primary consideration will be given to the College's responsibility to offer an appropriate range of courses and programs; and to maintain a balanced institutional effort that is responsive to the needs of the students and the state.

If the Administration determines that the potential for retrenchment exists, the President shall establish a Faculty Review Committee. The Faculty Review Committee shall consist of three (3) faculty members elected by the faculty at large supplemented by three (3) faculty members elected by the AAUP, and one (1) student selected by student government.

The President will submit to the Faculty Review Committee a statement of the College's situation supported with the facts and figures necessary for the Faculty Review Committee's analysis and review. He will charge the Committee with specific areas to analyze and review. Within thirty (30) days, the Committee shall submit its recommendations with supporting documents and rationale to the President. In the event the Committee does not report within the stipulated time, the President may proceed.

The President and the Faculty Review Committee will meet and discuss the report of the Faculty Review Committee and attempt to agree upon a single recommendation to the

Commissioner of Higher Education. If they cannot agree, the Faculty Review Committee shall submit its own plan to the Commissioner of Higher Education separately.

The President shall prepare his recommendation for the Retrenchment Plan which: (1) documents the need for retrenchment; (2) identifies the number of positions to be terminated by administrative unit, program, or degree; and (3) any other relevant supporting information. He shall submit his plan to the Commissioner of Higher Education.

The Commissioner shall review: (1) the President's Retrenchment Plan, and (2) the Faculty Review Committee's plan and shall formulate his recommendation and submit it along with the President's plan, and the Faculty Review Committee's plan to the Board of Regents.

The Board of Regents shall make the final decision on whether retrenchment is necessary and shall instruct the President to implement the plan it approved.

In all cases of retrenchment, faculty members will have the following rights:

A. Retrenchment shall be in the inverse order of seniority by the administrative unit, program, or degree, which has been identified for retrenchment. Seniority is measured by the faculty members' full-time equivalent service at the college. The academic year shall be deemed to be a year of service and no additional seniority shall be accrued for any assignment beyond the academic year. Strict seniority is held to unless an exception to seniority is necessary to avoid a serious distortion of the academic program. The President shall consult with the Faculty Review Committee before deviating from seniority. The President's decision to deviate from seniority is grievable.

B. No tenured faculty member shall be terminated if nontenured faculty members are retained in the same discipline to teach courses the tenured faculty member is qualified and capable of teaching.

C. A faculty member may apply for reassignment rather than be terminated if the faculty member satisfies the qualifications for a position in an administrative unit, program or degree in which there is an approved available position opening for which recruitment has been authorized. In the absence of a candidate with clearly superior qualifications, the faculty member shall be given employment preference. The faculty member shall retain his or her former salary, rank and tenure status.

D. Any tenured faculty member selected for termination shall have the right to apply for any existing open non-academic position at the College, and in the absence of a candidate with clearly superior qualifications, the faculty member shall be given employment preference. In this situation, the faculty member shall receive the salary established for the new position and shall lose academic rank and tenure.

E. The position of any tenured faculty member terminated because of retrenchment shall not be filled for a period of two (2) years unless the terminated faculty member has been offered reinstatement at previous rank, tenure and salary level. The faculty member shall have thirty (30) days in which to accept or decline. The faculty member shall not be required to assume the position prior to the beginning of the next academic year.

F. The President will notify in writing the persons affected by retrenchment. Each tenured faculty member selected for termination shall be so informed a minimum of twelve (12) months prior to the date of termination.

The Board's decision on the necessity for retrenchment, the number of faculty to be terminated, and the administrative unit, program, or degree in which the terminations are to occur is not grievable.

9.000 WORKING CONDITIONS

9.100 TENURE AND APPOINTMENT PRACTICES

9.110 APPOINTMENT OF ADJUNCT FACULTY

The President will request recommendations from the appropriate administrative unit and/or administrators prior to making a recommendation to the Board of Regents for the appointment of adjunct faculty members, using the ranks of

Adjunct Professor, Adjunct Associate Professor, Adjunct Assistant Professor and Adjunct Instructor, utilizing the following procedures:

A. Persons holding these ranks are not eligible for tenure, and service in these ranks does not count toward probationary service for tenure. All adjunct appointments automatically lapse at the end of the fiscal year or the specified contract term, whichever occurs first.

B. The adjunct faculty ranks shall be used in two situations:

1. Where as a courtesy the adjunct faculty member involved is a full-time, or essentially full-time, employee of another agency and is participating in the instructional program or cooperating in a joint program. Courtesy appointments may be made by the President.

2. Where a fixed-term position is funded by an outside grant or contract and there is no commitment by the unit to continue the position if funding stops, or where the fixed-term position is temporary even though supported by state funds. Because of the temporary and uncertain nature of these appointments, the customary requirements of notice of termination are waived. Fixed-term appointments are recommended by the President to the Board of Regents for approval.

C. Expertise available elsewhere in the Montana University System through the mechanism of adjunct appointments may be arranged. In such cases of inter-institutional adjunct appointments, the appointment must be approved by the administrative unit head and appropriate dean both where the faculty member has his/her regular appointment and where his/her adjunct appointment is arranged.

D. If the adjunct faculty member is engaged primarily in research, an appropriate title including the word "Research" may appear in the title.

E. Adjunct faculty are not tenurable and adjunct ranks are not to be used in lieu of an appropriate tenurable rank.

9.120 CONDITIONS OF EMPLOYMENT

A. Rank and Appointments. Tenurable members of the faculty of Eastern Montana College shall be classified and ranked, at the time of appointment or reappointment, as

Professors, Associate Professors, Assistant Professors, or Instructors. All full-time appointments to the faculty in the ranks of Professors, Associate Professors, Assistant Professors and Instructors are of two kinds: (a) probationary appointments; (b) appointments with continuous tenure. Appointments to adjunct or research titles, and lecturers, are not eligible for tenure.

B. Probationary Appointments. The total time period of full-time service prior to the acquisition of continuous tenure shall not exceed seven (7) academic years, which may include up to three (3) years of full-time service in tenurable ranks at accredited, United States four-year institutions of higher education. Up to three (3) years of credit for service at foreign four-year institutions of higher education at the rank of instructor or higher may be granted toward acquiring continuous tenure status by agreement among the faculty member, the academic unit chairperson, the dean and the academic vice president. Probationary credit for prior service must be agreed to in writing between the faculty member and the academic vice president prior to the initial appointment at EMC. Proportionate credit may be given for prior service which is less than full-time. No credit will be given for prior service as a graduate teaching assistant or for summer session teaching. The College shall require four academic years of full-time service at EMC before making an award of continuous tenure. Time spent on authorized leave of absence from the college will not count as probationary period service, unless the faculty member and the academic vice president agree to the contrary, in writing, at the time leave is granted. Credit for part-time

service at EMC may be given proportionate value on a pro-rated basis in computing probationary service.

C. Notice. A probationary faculty member has the right to serve the specified term of the appointment and may not be discharged without cause during that term. However, probationary faculty have no right to reappointment when written notice is given as provided below that he/she will not be reappointed. Regardless of the stated terms or other provisions of any appointment the written notice that the probationary appointment is not to be renewed will be given to the faculty member in advance of the expiration of his/her appointment, as follows: (a) not later than March 1 of the first academic year of service, if the appointment expires at the end of that year; or, if a one-year appointment terminates during an academic year, at least three (3) months in advance of its termination; (b) not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or, if a second-year appointment terminates during an academic year at least six (6) months in advance of its termination; (c) at least twelve (12) months before the expiration of an appointment after two (2) or more years of service at Eastern Montana College. The President shall have the right to act independently to provide written notice.

Faculty members who are appointed with three (3) or more years of probationary service will be given notice of an intention to renew or not to renew before the close of the third year of employment at Eastern Montana College so that one (1) full calendar year may constitute appropriate notice. The Administration normally will notify faculty

members of the terms and conditions of their renewals by April 15 for the coming academic year; but in no case will such notification be provided later than forty-five (45) days after the signing of the University System appropriations bill by the Governor, or fifteen (15) days after the signing of the Master Contract in years in which negotiations are in progress, whichever is later. Eastern Montana College shall have the option of providing employment, or providing severance pay in lieu of employment to which the employee is entitled.

D. Tenure. Once the faculty member qualifies for and is granted tenure, his/her employment and his/her tenure shall be with Eastern Montana College and not with the Montana University System. The administrative unit or program to which the faculty member is appointed shall be identified in each faculty member's letter of appointment as defined in Section 3.220.

Tenure shall mean the right of a faculty member to hold his/her position and not to be removed therefrom except as set forth in the Agreement. All present faculty members who hold tenure shall continue in that status.

E. Administrative Positions. Faculty members performing administrative functions serve in those capacities at the discretion of the President and may be removed at any time and reassigned to faculty duties. However, Section 9.220, Transfer of Titles, shall apply for the case of Department Chairpersons and Area Coordinators. An administrator does not have tenure to his/her administrative position, to stipend for that position, or to any other provisions or prerequisites of that administrative position.

In the event a faculty member is appointed on an acting basis to an administrative position not in the bargaining unit, that faculty member shall retain his/her tenure rights for not more than two consecutive years. In the event a faculty member is appointed to an administrative position not in the bargaining unit, without the designation of "acting," that faculty member may retain his/her tenure rights with the approval of the administration and the administrative unit. All administrators who currently have faculty tenure rights shall retain those tenure rights. Such administrators with tenure who are removed or resign from an administrative position, but who wish to remain employed at the College as a faculty member, will be employed under the same conditions and contractual terms as other tenured faculty and they will be evaluated for competency and currency under 4.300 during the second year after their return. Their salary shall be established according to Section 11.000.

F. Resignations. A faculty member who wishes to resign from the faculty normally shall give notice thirty (30) days after receiving notice of terms of appointment for the succeeding academic year, or May 15, whichever is later. The faculty member properly may request a waiver of this requirement of notice in the case of hardship or in a situation where he or she would otherwise be denied substantial professional advancement or other opportunity.

9.200 DEPARTMENT CHAIRPERSONS AND AREA COORDINATORS

9.210 APPOINTMENT AUTHORITY

The Department Chairperson and Area Coordinator shall be appointed by the President of the College upon recommen-

dation of the administrative unit, the Dean and the Academic Vice President. The chairperson or coordinator may hold academic tenure as a faculty member but not as a chairperson or coordinator.

9.220 TRANSFER OF TITLES

A. The offices and titles of Department Chairperson and Area Coordinator may be transferred by the President in accordance with the following procedures.

1. The appropriate Dean will implement procedures for the selection of a new academic administrative unit Chairperson/Coordinator when one of the following conditions occur:

   a. The academic administrative unit Chairperson/Coordinator submits a letter of resignation.

   b. A majority of the unit members petition the Dean requesting a change of Chairpersons/Coordinators.

   c. The Dean notifies all members of the unit and the Chairperson/Coordinator that in his or her judgment a change should take place.

   d. Other occasions as may be mutually agreed upon between the Administrative Unit and the Dean.

2. The procedure is as follows:

   a. The Dean may interview Unit members individually as a means of evaluating the needs of the Unit and the concerns and interests of its members. Such interviews shall not be considered in any sense a "vote" of the Unit.

   b. The Unit Chairperson or designated faculty member shall call a meeting of the Unit with the Dean to discuss in open meeting the criteria and process to be used by the Unit for selection.

   c. The Unit, using whatever procedure it has selected, but involving all

members of the Unit, shall recommend one (1) or more candidates to the Dean or shall recommend the Unit conduct an off-campus search.

d. If the Dean does not find the recommendation(s) satisfactory, he/she shall explain in writing to the Unit his/her reason(s) for rejecting the recommendation(s). If no person recommended by the Unit is acceptable to the Dean, the Unit shall submit the names of up to three other acceptable unit chairpersons to the Dean. The Dean shall appoint one of these to serve as acting unit Chairperson until the matter is resolved.

9.230 DUTIES AND RESPONSIBILITIES OF CHAIRPERSONS AND COORDINATORS

The duties of the chairperson/coordinator shall include those duties and responsibilities contained in sections 2007 of Appendix B except as superseded by this Agreement.

The above sections are reproduced in their entirety in Appendix B to this Agreement. However, the Faculty-Administration Committee may add, modify, or delete the referenced sections.

9.240 CHAIRPERSON/COORDINATOR TRAVEL

Each unit Chairperson shall receive $ 00.00 annually for travel to be used at his/her professional discretion.

9.300 HIRING PROCEDURES

The right of the faculty to participate in the selection of new faculty members is recognized and will be implemented by the following procedures:

When the Administration has determined that there is a vacancy in an existing position or that a new position is to be created, and either position involves academic rank, a Search Committee shall be formed as follows: Three (3) faculty members and one (1) student major from the unit

shall be appointed by the unit plus one (1) faculty from outside the unit appointed by the Dean. The Committee may appoint a community person.

A file containing a detailed job description, including rank, the appropriate terminal degree, and a recruiting plan will be written by the Search Committee and submitted by the department to the equal opportunity officer and the President for approval. If either the President or the equal opportunity officer does not agree, he or she shall return to the department the file with reasons for reconsideration by the department. The salary offered shall be consistent with the salary provisions of this Agreement.

When the search is completed, the Committee shall make its recommendations to the members of the administrative unit. The administrative unit head shall forward not more than three (3) acceptable choices in writing to the appropriate Dean. Only the President or his designee may make a binding offer. The recommendations shall be accompanied by supporting data including, but not limited to:

A. The candidate's credentials.

B. Samples of any publications, creative endeavors, or other scholarly work.

C. Written statements from faculty and administrators from other institutions where the candidate has worked, if such are not included with the credentials.

D. Campus affirmative action compliance.

Appointments above the rank of Assistant Professor may be made only upon the recommendation of the Faculty Administration Committee.

The Administration may decline to make an offer to any

candidate, or close the search, provided reasons are given to the Administrative Unit and the Search Committee. In the event of rejection by the Administration of any candidate, the Administrative Unit in coordination with the Search Committee shall provide additional names for consideration.

The authorized expenses incurred in the search shall be paid by the Administration.

9.400 CLASS AND COURSE ASSIGNMENT

The teaching assignment of a faculty member should be made in his/her field of competence in a manner consistent with traditions of higher education. Recognizing that there are common components in each discipline that all teachers should be able to cover, the need for change of assignment within his/her field for the purpose of providing better service and a higher quality program is acknowledged.

Each faculty member shall be given the opportunity, before tentative class schedules have been prepared, to specify his/her teaching schedule for the coming year.

Teaching assignments shall be based on a consideration of the needs of students, the continued necessity for revitalization and improvement of the instructional program, academic qualifications and expertise, and faculty preference. Teaching assignments shall not be made arbitrarily, capriciously, or with the intent or effect of discriminating against any faculty member. Faculty members shall not be required to teach both evening and early morning classes unless the faculty member wishes this kind of assignment.

It shall be the responsibility of the appropriate Administrative Unit Head, after consultation with the faculty

of that unit and with the approval of the appropriate Dean, to make course assignments and to attempt to accommodate the concerns of the preceding section in scheduling courses.

A faculty member shall, except in unusual circumstances, be notified of his/her class schedule at least thirty (30) days before the beginning of the next academic quarter.

Changes in a faculty member's class and course assignment may be made if the overriding needs of the Administrative Unit so dictate. In making necessary changes, the appropriate Dean and the appropriate Administrative Unit Head shall consult with the affected faculty member in the interest of arriving at the best solution for all concerned.

9.500 FACILITIES

A. The faculty members of Eastern Montana College shall have equal access to, and free use of, the following academic support facilities:

1. Library
2. Instructional Development Center
3. Meeting Rooms

B. The Administration shall provide suitably equipped offices, restrooms, and faculty lounges for use by faculty members. If he/she chooses, each faculty member's office shall be equipped, furnished, lockable and enclosed. Members of the Administration and faculty shall respect the privacy of each other's respective offices.

C. Secretarial assistance shall be provided to all faculty members in the bargaining unit for the performance of their duties and professional activities. It is understood that priority shall

be given to instructionally related obligations.

9.600 ACCOUNTABILITY

The Commissioner, the Administration and the AAUP agree that a faculty member in accepting and assuming a faculty position at Eastern Montana College has the following responsibilities:

A. To maintain professional competence and keep personal knowledge current by continuing activities appropriate to his/her professional assignment such as reading, research, creative endeavors, consulting, public service or other professional activities.

B. To perform fully and faithfully the duties of a college faculty member, to-wit:

1. To meet faithfully all assigned classes or to make alternative arrangements for the class when absence is unavoidable. Such arrangements shall be reported to the chairperson.

2. To be available on a regular basis to students for advising on matters regarding their classroom activities, through adherence to a schedule of regular office hours. Exceptions shall be reported to the chairperson.

3. To be available on a regular basis to students who have been identified as his or her advisees on matters pertaining to the student's entire curriculum and program of study through adherence to a schedule of regular office hours. Exceptions shall be reported to the chairperson.

4. To evaluate students and/or award academic credit based on their academic performance professionally judged.

5. To present the subject matter in the course as announced to the students and approved by the faculty in the curriculum.

6. To comply with the laws governing conflict of interest and avoid a material violation or continued disregard of Section 9.800 (Conflict of Interest).

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9.700 ADDITIONAL COMPENSATION

The parties to this Agreement, recognizing that teaching, research, and public service are the primary responsibilities of faculty members at the College, agree that it may be reasonable and feasible for faculty members to engage in consulting activities or other additionally compensated activities which benefit both the College and the individual. The College has a priority claim on the working time of faculty members.

Before consideration is given to extra compensation for faculty members, department chairpersons and deans are urged to provide time for performance of these services. Such activities should enhance the individual's professional stature, should bring credit to the College, and must not interfere with primary obligations to the College.

Therefore, the following provisions shall govern those activities for which extra compensation may be received:

A. College Duties

No faculty member at Eastern Montana College may accept additional compensation for providing to the same clientele the same services which are part of his/her assigned duties. In particular, no faculty member may receive compensation for tutoring students of this College. A teaching assistant may not receive compensation for tutoring students in any course in which he/she she has any responsibility.

B. Consulting and Professional Practice

1. Conflict of Interest. All consulting assignments and professional practice accepted by faculty members must comply with the contract section on conflict of interest.

2. Compensation. Faculty members engaged in consult-

ing work and professional practice not sponsored by institutions of higher education in Montana must charge fees that are consistent with those in the profession in the area and shall be entitled to retain such outside compensation except as noted below.

3. College Identification and Liability. In all private consulting engagements the client must be informed that the faculty member is acting as a private consultant; that Eastern Montana College is in no way a party to the contract or liable or responsible for the performance thereof; and that Eastern Montana College is not liable in any way for property of the client utilized for test, observation, or otherwise in connection with the consulting engagement, nor for consequent damages. No official Eastern Montana College stationery or forms shall be used in advertising. The faculty member shall use his/her home address and telephone number on correspondence and advertising. The name of the applicable school shall not be used in any other way without the express consent of the Dean of the school.

4. College Facilities and Personnel. Whenever a faculty member uses institutional personnel, facilities or equipment in connection with consulting activities, the arrangements for such use and for the reimbursement of the institution must be fully documented and maintained on file in an appropriate administrative office on campus. Such reimbursement must be consistent with rates charged to outside groups or persons for similar uses. The use of assistants (whether college employees or students) by a faculty member acting in the capacity of a consultant shall

be subject to the approval of the Department Chairperson and the Dean of the school who shall report such arrangements to the Academic Vice President.

5. Permission Required.

a. Small, single assignment of more than one day but not more than one week. A request in writing stating duties and maximum amount of time required must be presented to the department chairperson and the dean of the school. Written approval from the department chairperson and dean of the school is necessary.

b. Continuing consulting assignments or professional practice in which the total amount of time is one week or more and extending over several months. A request in writing, stating duties and maximum amount of time required, must be presented to the department chairperson and the dean of the school. Written approval from the department chairperson and dean of the school is necessary.

c. Retained Assignments in which no specific duties are involved other than the giving of advice but where the faculty member involved is not available to other firms in the same line. A written request directed to the department chairperson and school dean is required. The request must state duties to be performed and must contain copies of all agreements relative to the assignment.

d. Consulting assignments or professional practice requiring more than one week or irregular assignments averaging more than one day per week. Each case will be treated individually, and arrangements must be approved in writing by the department chairperson, school dean, academic vice president and president. These arrangements may involve leave without pay.

9.800 CONFLICT OF INTEREST

For the purpose of this section, a conflict of interest is a conflict between public duty and private interest, as defined by the Montana Legislature in Section 2-2-101, M.C.A. 1978:

A. No faculty member may undertake consulting or

professional practice assignments which would result in a conflict of interest with his/her assigned college duties.

B. Research, if sponsored by agencies of federal, state or local government, or if unsponsored but supported by College funds for release time, supplies or services, is in fact supported by taxpayers. The researcher must insure that the findings from his/her college or government sponsored research are made public before utilizing such findings for personal gain on behalf of a private client as part of a consulting engagement or otherwise giving advantage to a particular party or firm. However, the above statement is not to be interpreted to mean that the public has a right to the field notes, raw data, research notebooks or working papers of a researcher. Neither is the above statement to be interpreted as a waiver or denial of existing regulations on the use and distribution of data, the premature release of which would jeopardize the public interest.

C. A faculty member may not: (a) assist any person for a fee or other compensation in obtaining a contract, claim, license or other economic benefit from the Montana University System; (b) assist any person for a contingent fee in obtaining a contract, claim, license or other economic benefit from any state agency; (c) perform an official act which directly and substantially benefits a business or other undertaking in which he/she either has a substantial financial interest or is engaged as counsel, consultant, representative, agent, director or officer; and (d) enter into a contract to perform services for the College unless the contract has been awarded through public notice and

competitive bidding, and provided the employee is not in a position to approve or influence the College's decision to grant the contract.

9.900 PATENT RIGHTS AND COPYRIGHT INTERESTS

The patent rights of members of the bargaining unit shall be governed by the Board of Regents' Policy No. 401.2, issued November 1, 1977. The members of the Unit Patent Management Committee will be appointed from a list submitted by the AAUP with twice as many names as positions to be filled. This committee will be comprised of: (1) three faculty members; (2) one administrator; and (3) one student. The Eastern Montana College members of the System Invention Committee will be selected from the Unit Patent Management Committee.

The copyright interests of members of the unit shall be determined by contract between administration and individual faculty members.

The making of instructional T.V. tapes or other instructional materials is to be voluntary on the part of faculty members. The administration and faculty member(s) shall agree in writing as to ownership, future use and disposition of the taped material and the tapes.

10.000 LEAVES OF ABSENCE

10.100 SICK LEAVE

Each full-time faculty member is entitled to and shall earn sick leave credits from the first full pay period of employment. Proportionate sick leave credits shall be earned and credited at the end of each pay period. Sick leave credits shall be earned at the rate of one (1) working

day for each month of service without restriction as to the number of working days that may be accumulated.

A faculty member may not accrue sick leave credits during a continuous leave of absence without pay which exceeds fifteen (15) calendar days. Faculty members are not entitled to be paid for sick leave under the provisions of this act until they have been continuously employed for ninety (90) days. Upon completion of this qualifying period, the faculty member is entitled to sick leave credits earned.

A faculty member who terminates employment with Eastern Montana College is entitled to a lump-sum payment equal to one-fourth (1/4th) of the pay attributed to the accumulated sick leave. The pay attributed to the accumulated sick leave shall be computed on the basis of the faculty member's salary at the time of termination. Accrual of sick leave credits for calculating the lump-sum payment provided for in this sub-section begins July 1, 1971.

A faculty member who receives a lump-sum payment pursuant to this act and who is again employed by the state or a county or city thereof shall not be credited with any sick leave for which compensation has previously been given.

Sick leave credits earned at Eastern Montana College by a faculty member prior to July 1, 1971, shall remain credited to the faculty member's sick leave account. Sick leave used by a faculty member shall first be charged to the pre-July 1, 1971, sick leave accumulation until that sick leave accumulation is depleted before being charged against a faculty member's sick leave accumulation earned subsequent to July 1, 1971.

A faculty member on sick leave shall inform the appropriate academic supervisor as soon as possible.

Other sick leave provisions:

A. Sick leave charges in excess of earned sick leave credits will be charged to leave without pay.

B. Sick leave charges and credits shall be charged to the nearest full hour.

C. A physician's certificate or other evidence to substantiate a sick leave charge may be required by a faculty member's academic supervisor or appointing authority.

D. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment.

E. Any non-instructional days that fall during a period that a faculty member is on sick leave will be charged as a holiday and not taken off the total accumulated sick leave.

F. Abuse of sick leave occurs when a faculty member misrepresents the actual reason for charging an absence to sick leave; or when a faculty member uses sick leave for unauthorized purposes.

G. The Administration must be able to substantiate any charge of sick leave abuse which results in disciplinary action.

10.200 EMERGENCY SICK LEAVE

A. Emergency sick leave is defined as a necessary absence due to: (1) the illness of a member of the immediate family of the faculty member requiring the attendance of the faculty member until professional or other attendance can be obtained; or (2) the death of a member of the immediate family of a faculty member.

B. Emergency sick leave limitation -- emergency sick leave charged against a faculty member's sick leave credits shall not exceed a total of five (5) working days a year for

illness in the immediate family. In addition, emergency sick leave charged against a faculty member's sick leave credits shall not exceed a total of five (5) work days for each death in the immediate family.

C. The faculty member's immediate family shall consist of spouse, parents, brothers, sisters, children, household dependents, and relatives of the faculty member's spouse in like degree.

10.300 CHILDBIRTH LEAVE

Faculty members shall be entitled to a childbirth leave under the following conditions:

The faculty member must request the leave in writing as soon as possible but not later than thirty (30) days prior to the commencement of the leave, except in emergency situations.

The leave shall be for the length of time requested except that no leave shall be granted for more than two years.

There shall be no loss of position to the faculty member on any salary schedule or other benefits.

If necessitated by problems of securing temporary replacement, the appropriate Administrative Unit Head may require that the leave begin and/or end at the start of an academic quarter.

The leave shall be without pay unless the faculty member chooses to use any accumulated sick leave.

10.400 LEAVE OF ABSENCE WITHOUT PAY

Faculty members who have completed two (2) years of service at Eastern Montana College shall be eligible for

leave without pay for the purpose of research, education, travel, related work in other institutions, or private business organizations, or for the purpose of engaging in other activities which will improve the faculty member professionally and directly or indirectly benefit the college, the University System, or the state.

Applications shall be submitted to the President. If the application is submitted at least one (1) year before the leave is to commence, the leave will be granted unless the President determines that substantial detriment to the College will result. The President shall make the final campus decision, inform the applicant, and shall transmit his/her decision to the Board of Regents in time for consideration at their next regularly scheduled meeting. Normally, leaves of absence shall not be for more than two (2) years.

The faculty member on leave without pay shall be permitted to contribute to the retirement and group health plans during the period of absence in accordance with applicable state laws and regulations.

10.450 SABBATICAL ASSIGNMENT

Any member of the faculty holding tenurable rank whose service totals six (6) or more years at Eastern Montana College shall be considered eligible to apply for sabbatical assignment. Years of service shall be computed from the initial date of full-time appointment or from the termination date of the previous sabbatical assignment. Assignments of absence shall be excluded in determining years of service. All applications for sabbatical assignment shall be submitted

to the Administration allowing sufficient time for evaluation and approval by the Administration and the Board of Regents prior to the beginning of the assignment. The granting of such assignment shall be guided by the following:

The applicant's:

A. Academic rank
B. Total length of service at the College
C. Proposed program

(Program or projects for sabbatical periods include research, travel, related work in other institutions or private business organizations, or other activities which the Administration and Commissioner agree will improve the faculty member professionally, or which directly or indirectly benefit the College or the State.)

All sabbatical assignments shall be for a period of not less than one academic year quarter nor more than an academic year. The salary paid during an assignment shall not exceed two-thirds (2/3) of the academic year contract amount established for the individual at the time the assignment is approved. Payments during the period of assignment shall be received in equal monthly installments.

Recipients of sabbatical assignments may avail themselves of fellowships, assistantships or other sources of limited income. However, this policy shall not permit full-time employment for any person while on sabbatical assignment and receiving payments from Eastern Montana College or any other unit of the Montana University System.

Any faculty member receiving a sabbatical assignment will be expected to return to Eastern Montana College for at least one (1) academic year or to repay money received from the College, or other unit of the Montana University System,

while on assignment.

The screening and final selection of applicants to be recommended for sabbatical assignment shall be done by a committee formed annually and consisting of the Academic Vice President as Chairperson and three (3) members of the faculty to be designated by the AAUP, one (1) from the School of Liberal Arts, one (1) from the School of Education, and one (1) from the School of Business and Economics.

The parties recognize that sabbatical assignments may be granted to faculty members, within the budget limitations that may exist at the College, so long as the assignment is to further the interests of the College as well as the interests of the faculty member.

10.500 PUBLIC SERVICE LEAVE

Faculty members elected or appointed to public office shall be entitled to leave of absence without pay not to exceed one hundred eighty (180) days per year while such employee is performing public service.

10.550 PERSONAL LEAVE

Compensated personal leave up to five (5) working days (40 hours) per contract year may be granted to members of the bargaining unit by the appropriate dean upon written request of the faculty member. The written request must specify the dates and exact classes and other assignments to be missed and specify how missed classes and other assignments are to be covered. Personal leave is not chargeable against any other leave credits, is not cumulative or compensable, and may not be approved for vacation, recreation purposes, or boycott activity or absences from work in

sympathy for concerted activities.

10.600 MILITARY LEAVE

A faculty member who is a member of the organized militia of this state or who is a member of the organized or unorganized reserve corps or military forces of the United States, and who has been an employee for a period of six (6) months, shall be given a leave of absence with pay for a period of time not to exceed fifteen (15) working days in a calendar year for the purpose of attending regular encampments, training cruises, and similar training programs of the organized militia or of the military forces of the United States. Such leave will not be charged against the employee's annual vacation time.

10.700 PROFESSIONAL TRAVEL

Faculty members may be authorized, through appropriate administrative procedures, sufficient time away from their regular assignments to attend scheduled professional meetings or conferences. Subject to the availability of funds, as determined by the Administration, such faculty members shall be entitled to reimbursement for travel and other authorized expenses incurred in attendance at such meetings.

Travel funds for faculty may be granted for the following reasons:

A. Delivery of a research paper or presentation of other creative endeavor at a national meeting.

B. Delivery of a research paper or presentation of other creative endeavor at a regional meeting.

C. A brief research trip for the purpose of collecting data for bona fide research or creative venture.

D. Serving as a critic of a scholarly paper at a national meeting.

E. Serving as a critic of a scholarly paper at a

regional meeting.

F. Participation as a program chairperson at a national meeting.

G. Participation at state-wide, regional and national meetings.

H. Other.

Allocations of travel funds will be determined through a peer review process by a faculty committee for each school. The committee will be elected by the faculty of each school. Allocations of travel funds may not be grieved.

10.800 JURY SERVICE AND SUBPOENA LEAVE

Each faculty member who is under proper summons as a juror shall collect all fees and allowances payable as a result of the service and forward the fees to the College business office. Juror fees shall be applied toward the amount due the faculty member from the Administration. However, if a faculty member elects to charge his/her juror time off to leave without pay, the faculty member shall not be required to remit his/her juror fees to the College business office. In no instance is a faculty member required to remit to the Administration any expense or mileage allowance paid him/her by the court. Faculty members shall not lose cumulative benefits because of juror service.

The Administration may request the court to excuse faculty members from duty if they are needed for the proper operation of Eastern Montana College.

11.000 COMPENSATION

11.100 FACULTY SALARIES

11.110 1981-82 BASE STEP DETERMINATION

Base steps indicated for each faculty member are determined by the following formula:

A. Count all years of regionally accredited junior or senior college teaching and/or administrative experience by using the following criteria:

1. Credit will be given for an academic year only; a fiscal year will count for no more than an academic year; no additional credit will be granted for summer session employment; and, no fractional total will be used except that faculty hired at Eastern Montana College during an academic year shall receive credit for a full year if for the first part of that year the faculty member performed full-time job-related work approved by the College Rank and Tenure Committee.

2. Full-time college non-teaching professional responsibilities of persons holding professional rank or post-doctoral appointments, or a combination of teaching with such responsibilities, will be counted on a year-for-year basis.

3. Sabbatical assignments and educational leaves without pay shall be counted on a year-for-year basis.

B. To the total calculated in number 1 above, add a maximum cumulative total not exceeding four (4) years drawn from any combination of the following three (3) categories:

1. All years of elementary or secondary school full-time professional experience on a year-for-year basis.

2. All non-academic years approved by the Rank and Tenure Committee or previously awarded and presently documented in the files maintained by the Academic Vice President.

3. A maximum of one (1) year for a contracted graduate assistantship or similar contractual experience in a regionally accredited institution of higher education. The graduate assistantship of a newly hired faculty member (subsequent to July 1, 1976) must be certified by an appropriate Dean in the College or University concerned before the end of the first quarter of an assignment to a position at Eastern Montana College.

11.120 1981-82 SALARY DETERMINATION

The salary determined from the base step is modified according to the following:

A. A faculty member employed to begin work for the first time at Eastern Montana College in 1981-82 shall be paid at the salary step on the 1981-82 salary matrix as determined under Section 11.110.

B. In the case of a faculty member first employed at Eastern Montana College before 1981-82 and whose 1980-81 base salary was above the 1980-81 salary matrix, the salary shall be the 1980-81 base salary increased by twelve percent (12%) or the salary step on the 1981-82 salary matrix, whichever is higher.

C. In all other cases a faculty member's base salary shall be the 1981-82 salary matrix.

D. Faculty who receive promotions for 1981-82 shall be placed at the appropriate step on the 1981-82 salary matrix for the new rank. Faculty members at the same rank as 1980-81 shall be placed on the 1981-82 salary matrix, one step higher than the 1980-81 salary matrix.

E. For the purpose of step placement on the 1981-82 salary matrix, lecturers shall be considered as first year instructors.

F. Faculty who satisfactorily complete an earned doctorate shall be placed on the "with doctorate" matrix effective with the beginning of the next academic quarter following confirmation of the completion of all requirements for such degree.

G. The attached 1981-82 salary matrix pertains to this section. The amounts shown on the matrix are the base amounts to be paid for 1981-82 for the number of steps each faculty member has, in accordance with Section 11.110.

11.130 OTHER SALARIES FOR SPECIAL CASES - 1981-82

A. Faculty members who are on a fiscal year contract and are converted to an academic year will use the base steps as determined in 11.110 plus appropriate additions as described in 11.120.

B. Faculty on part-time contracts shall be equated to a full-time Academic Year (AY) contract and then prorated for less than full-time.

C. Faculty paid totally or partially from other than current unrestricted funds shall have their salaries calculated in the same manner.

D. Administrative and other stipends above the base salary rate shall be those paid for 1981-82.

E. Faculty who have achieved maximum steps on the salary matrix shall receive a twelve percent (12%) salary increase on their base 1980-81 salary.

F. Faculty members shall receive the full 1981-82 salary as determined above with the prorated amount of retroactive compensation distributed as soon as possible.

11.140 1982-83 BASE STEP DETERMINATION

Base steps indicated for each faculty member are determined by the formula used in 11.110 except 11.110(A)(1) is modified to read as follows for the 1982-83 academic year:

Credit will be given for an academic year only; a fiscal year will count for no more than an academic year; no additional credit will be granted for summer employment. Prior college teaching experience with an autonomous responsibility for each course taught and for which the AY appointment was 0.5 FTE or more will be counted year for year upon confirmation of the appointment by the appropriate appointing authority and filed in the records of the Academic Vice President. For newly hired faculty in 1982-83, such determination shall be made within the first quarter of appointment. For faculty appointed prior to 1982-83, such determinations of base step adjustments will be made prior to April 30, 1983. Base step and salary adjustments shall not be retroactive prior to July 1, 1982.

For purposes of this section only (11.140) faculty members who do not believe they have had their years of

experience calculated correctly may present evidence to the Faculty-Administration Committee, which shall determine the proper step. Appeals must be filed by May 15, 1983, to be considered. Appeals under this section received by the Faculty-Administration after May 15, 1983, will not be considered.

11.150 1982-83 SALARY DETERMINATION

To the base step as determined in 11.110 and 11.140, add the following:

A. A faculty member employed to begin work for the first time at Eastern Montana College in 1982-83, shall have his or her salary amount stated on the 1982-83 salary matrix as determined under Section 11.140.

B. In the case of a faculty member first employed at Eastern Montana College before 1982-83 and whose 1981-82 base salary was above the 1981-82 salary matrix, the salary shall be the 1981-82 base salary increased by ten percent (10%).

C. In all other cases, a faculty member's base salary shall be the 1982-83 salary matrix amount.

D. Faculty who receive promotions for 1982-83 shall be placed at the appropriate step on the 1982-83 salary matrix at their new rank. Faculty members at the same rank as 1981-82 shall be placed on the 1982-83 salary matrix one step higher than on the 1981-82 salary matrix.

E. For the purpose of step placement on the 1982-83 salary matrix lecturers shall be considered as first-year instructors.

F. Faculty who satisfactorily complete an earned doctorate shall be placed on the "with doctorate" matrix effective with the beginning of the next academic quarter following confirmation of the completion of all the requirements for such degree.

G. The attached 1982-83 salary matrix pertains to this section. The amounts shown on the matrix are the base amounts to be paid for 1982-83 for the number of steps each faculty member has, in accordance with Section 11.110 and 11.140.

11.160 OTHER SALARIES FOR SPECIAL CASES - 1982-83

A. Faculty members who are on a fiscal year contract and are converted to an academic year will use the base steps as determined in 11.110 plus appropriate additions as described in 11.150.

B. Faculty employed on a part-time contract shall be equated to a full-time Academic Year (AY) contract and the salary prorated for less than full-time.

C. Faculty paid totally or partially from other than current unrestricted funds shall have their salaries calculated in the same manner.

D. Administrative stipends and other stipends above the base contract currently being paid shall continue to be paid at the same rate as the previous year.

E. Faculty who have achieved maximum steps on the salary matrix shall receive a ten percent (10%) increase on the 1981-82 salary base.

F. The academic contract year shall be divided into twenty (20) bi-weekly pay periods. The first bi-weekly payday will be October 1, 1982.

11.170 OTHER SALARY CONSIDERATIONS

A. New Hires

New faculty hires will have their former employment records available at the time of hire for base step determination. Final base step determination will be agreed to by the Academic Vice President and concurred in writing by the newly hired faculty member.

B. Professors Without Doctorates

Those faculty without an earned doctorate who are promoted to full professor through a peer evaluation process shall be paid on the "with doctorate" matrix as a full professor.

C. Intermediate Steps

The Faculty-Administration Committee with the approval of the Commissioner shall determine what category of faculty members shall qualify for an addition to their salaries. Such categories to be considered shall include persons holding special degrees and certifications and advanced preparation beyond the Master's degree. In no case shall the intermediate step compensation per person exceed $500. Intermediate steps are not applicable to faculty without an earned doctorate who are promoted to full professor.

Faculty members who are entitled to an intermediate step and whose salary may be affected by the market adjustment component factor as stated in Section 11.180 will be given either the intermediate step or have their salary increased by the market adjustment component factor, whichever provides the higher salary. Present faculty eligible for intermediate steps shall continue to be eligible for the intermediate step. In no case may a faculty member receive both an intermediate step and a market adjustment component factor.

D. In the event the succeeding contract is not settled prior to July 1, 1983, the salary rate paid for 1982-83 shall continue to be paid.

E. Appeals

A faculty member whose initial date of employment is after July 1, 1981, who believes that the years of experience figured in the faculty formula data are in error may present evidence to the Faculty-Administration Committee, which shall determine the proper step.

11.180 MARKET ADJUSTMENTS

A market adjustment pool of not more than $66,000 for 1981-82, and $72,000 for 1982-83 shall be made available to provide compensation increments to faculty in academic disciplines where external markets have made competitive recruiting of faculty retention difficult. This market adjustment amount shall be apportioned among those academic units in accordance with the campus communication of May 20, 1982, entitled Eastern Montana College Calculation of Market Adjustments, to the President of EMC AAUP from the Acting President of the College and is partially attached as Appendix D. The remainder of the May 20, 1982 memo shall be on file with each Administrative Unit head. Appendix E contains the market adjustment factors for 1981-82. Appendix F contains the market adjustment factors for 1982-83.

11.132

EASTERN MONTANA COLLEGE
SALARY MATRIX 1981-82

	WITH DOCTORATE					WITHOUT DOCTORATE		
	I	AP	AOP	P		I	AP	AOP
0	15930	16624			0	14948	15642	
1	16217	16910			1	15219	15915	
2	16509	17201			2	15496	16192	
3	16813	17507			3	15772	16469	
4	17143	17836			4	16050	16743	
5	17475	18168	19209		5	16328	17022	18072
6	17808	18502	19542		6	16606	17299	18343
7	18019	18840	19882		7	16882	17574	18618
8	18226	19180	20221		8	17160	17853	18896
9	18432	19527	20566		9	17368	18130	19174
10	18642	19872	20913	22304	10	17574	18410	19452
11		20222	21265	22651	11		18685	19727
12		20430	21617	23004	12		18962	20004
13		20641	21975	23363	13		19241	20281
14		20847	22268	23657	14		19450	20490
15		21055	22566	23955	15		19656	20697
16			22869	24254	16		19866	20906
17			23184	24561	17		20074	21115
18			23485	24871	18		20281	21322
19			23802	25187	19		20490	21529
20			24123	25510	20		20697	21739
21			24449	25837	21			21947
22			24655	26169	22			22154
23			24864	26510	23			22364
24			25073	26786	24			22500
25			25280	27098	25			22639
26				27359	26			22778
27				27659	27			23057
28				27966	28			23335
29				28280	29			23610
30				28604	30			23888

11.183

EASTERN MONTANA COLLEGE
SALARY MATRIX 1982-83

WITH DOCTORATE

	I	AP	AOP	P
0	17213	17978		
1	17523	18287		
2	17839	18601		
3	18160	18922		
4	18495	19258		
5	18858	19620	20770	
6	19223	19985	21130	
7	19589	20353	21497	
8	19821	20724	21871	
9	20049	21098	22244	
10	20276	21480	22623	24160
11		21860	23005	24535
12		22245	23392	24917
13		22473	23779	25305
14		22706	24173	25700
15		22932	24495	26023
16			24823	26351
17			25156	26680
18			25503	27018
19			25834	27359
20			26183	27706
21			26536	28061
22			26894	28421
23			27121	28786
24			27351	29161
25			27581	29465
26				29808
27				30095
28				30425
29				30763
30				31108

WITHOUT DOCTORATE

	I	AP	AOP
0	16150	16912	
1	16443	17207	
2	16741	17507	
3	17046	17812	
4	17350	18116	19587
5	17655	18418	19880
6	17961	18725	20178
7	18267	19029	20480
8	18571	19332	20786
9	18876	19639	21092
10	19105	19943	21398
11		20251	21700
12		20554	22005
13		20859	22310
14		21166	22539
15		21395	22767
16		21622	22997
17		21853	23227
18		22082	23455
19		22310	23682.
20		22539	23913
21			24142
22			24470
23			24601
24			24750
25			24903
26			25056
27			25363
28			25669
29			25971
30			

11.200 SUMMER SESSION

Summer session salaries for faculty members in the bargaining unit who are on an academic year appointment shall be paid at the rate of twenty-two percent (22%) of their previous year's academic salary, or if less than full-time, the salary will be prorated for any fractional part of such full-time employment.

The provisions of this contract will apply to faculty teaching under summer session appointments on registration days and on days when classes are in session. Faculty will be issued notice of appointment for summer session.

Regents' policy 802.3 issued March 19, 1982, shall be incorporated into and made a part of this agreement by reference.

11.301 LESS-THAN-NORMAL INCREASE

Less-than-normal increases shall be determined in accordance with Section 4.300 of this Agreement. There shall be no less-than-normal increases for 1981-82 and 1982-83.

11.302 MERIT PAY

A merit pool to be determined when negotiating compensation for 1983-85 shall be allocated to compensate outstanding faculty performance. Merit pay shall be in addition to other salary increments provided in this contract. A maximum of fifteen (15) merit awards at $900 per faculty member shall be awarded for 1983-84 and 1984-85.

The awarding of merit pay shall be based upon procedures to be established by the College Standards Committee

as defined in Section 4.300 (Faculty Evaluation by Students - Performance Review). The procedures shall be distributed to the entire faculty by the beginning of winter quarter 1983 for the academic year 1983-84, and by the beginning of winter quarter 1984 for the academic year 1984-85. Faculty selected for merit by the procedures determined by the College Standards Committee shall be recommended to the Academic Vice President for final determination. Only for compelling reasons will the Academic Vice President overrule the recommendation for merit made in accordance with the procedures determined by the College Standards Committee. Awards are to be determined and announced no later than May 31, 1984, for the academic year 1983-84 and by May 15, 1985, for the academic year 1984-85. Actions under Section 11.302 are not grievable.

Merit awards will be paid as a bonus in the following manner:

The College will hold the funds in trust for that faculty member for professional development, as approved by the appropriate Dean and the Academic Vice President. Tangible personal property purchased with such funds will remain the property of Eastern Montana College and will be inventoried following College procedures.

11.310 GROUP INSURANCE

The college will contribute the following amounts to the Montana University System group insurance plans (Group Policy Nos. GLUG-D341 and GUDS-X790 underwritten by United of Omaha) for each full-time faculty member:

Fiscal year July 1, 1981 to June 30, 1982 - $70.00 per month

Fiscal year July 1, 1982 to June 30, 1983 - $80.00 per month

11.320 UNEMPLOYMENT INSURANCE

The Administration agrees that all faculty members covered under this Agreement shall be covered by unemployment insurance as provided by the Employment Security Division of Montana. Section 39-51-101 through Section 39-51-106, M.C.A., 1978.

11.330 WORKERS' COMPENSATION

Workers' Compensation payments administered by the Division of Workers' Compensation of the Department of Labor and Industry are for the purpose of offsetting the loss of income suffered by a faculty member. A faculty member's pay continues while on sick leave, and he/she is not entitled to both paid sick leave and Workers' Compensation payments. A faculty member who is injured on the job has the option of taking either sick leave or Workers' Compensation payments, and if his/her sick leave runs out, may receive Workers' Compensation payments. Section 39-71-101, M.C.A., 1978.

11.340 RETIREMENT SYSTEMS

Faculty members are required to participate in either the Public Employees Retirement System as outlined in Section 19-3-101, et seq., M.C.A., 1978, or in the Teachers Retirement System as outlined in Section 19-4-101, M.C.A., 1978.

Any changes in state statutes brought about by legislative action which increase these benefits will be applied forthwith by the Administration.

11.400 EMPLOYMENT INDEMNITY

Faculty members covered by this Agreement are entitled to the indemnification protection of Section 2-9-305, M.C.A., 1978, for actions taken in the ordinary course and scope of their employment. The Commissioner shall supply the AAUP with copies of any liability policy currently in effect.

11.500 FACULTY REIMBURSEMENT

Expenses incurred for travel, meals, lodging, and miscellaneous items shall be reimbursed in accordance with state law.

12.000 GRIEVANCE PROCEDURE AND ARBITRATION

12.100 GRIEVANCE PROCEDURE

The Commissioner, the Administration and the AAUP agree that they will use their best efforts to encourage the informal and prompt settlement of grievances which may arise among the AAUP, its members, the Administration or Commissioner. The orderly process hereinafter set forth will be the method used for the resolution of all grievances. The Administration and the AAUP shall each appoint one (1) official grievance officer and shall notify the other party of the appointment within one (1) month of the date of final ratification of the Agreement.

Definitions

A grievance is an allegation by a faculty member or the AAUP that there has been a breach, misinterpretation or improper application of the terms of this Agreement by the Administration.

Informal Procedure for Handling Faculty Grievances

Any faculty member may present and discuss with the

Administration his/her grievance either with or without a representative of the AAUP. Similarly, a representative of the AAUP may present and discuss a grievance with the Administration on behalf of any faculty member or group of faculty members. Any settlement, withdrawal, or disposition of a grievance at this informal stage shall not constitute a binding precedent in the settlement of similar grievances.

Formal Procedure for Handling Faculty Grievances

Grievances may be filed by a faculty member in the bargaining unit on his or her own behalf, or by the AAUP on its behalf, or on behalf of any faculty member or group of faculty members in the bargaining unit. A grievance must be filed by a faculty member or the AAUP within thirty (30) days from the date the grievable event was determined. Any grievance not processed in accordance with the time limit specified herein shall for the purposes of this Agreement be deemed null and without further recourse.

STEP 1

The grievance must be stated in writing setting forth the specific complaint (including the contract sections allegedly violated), and the remedy requested. All grievances shall be filed with the designated grievance officer for the Administration and the designated grievance officer for the AAUP. Both grievance officers shall within twenty (20) days of the receipt of the grievance meet jointly with the grievant for the purpose of discussing the grievance. The Administration grievance officer shall within ten (10) days after the grievance meeting issue a decision with reasons in writing to the grievant and the AAUP.

STEP 2

If the grievance has not been settled at Step 1, then within ten (10) days after receipt of the written decision of the grievance officer or the expiration of the time limits for making such decision, the grievant or the AAUP may submit the grievance in writing to the Commissioner or his/her designee, together with a copy of the decision of the grievance officer. The Commissioner or his/her designee shall within ten (10) days after the receipt of the grievance issue a decision with reasons in writing to the grievant and the AAUP.

STEP 3

If the grievance has not been settled at Step 2, then within ten (10) days after the receipt of the written decision of the Commissioner or his/her designee, the AAUP or the Commissioner may request arbitration by giving notice to that effect, by registered or certified mail, directed to the Board of Personnel Appeals. A list of five (5) names shall be compiled by the Board of Personnel Appeals. The Commissioner and the AAUP shall eliminate two (2) names each alternately, beginning with the Commissioner. The remaining name shall be the arbitrator. However, the AAUP and the Board of Regents may select a person as arbitrator in a different manner if mutually agreed.

12.200 ARBITRATION

In no event shall the arbitrator have authority to add to, subtract from, modify, or amend, the provisions of the Agreement. The final decision or award of the arbitrator shall be made within thirty (30) days after the closing of

the hearing. Such decision or award shall be binding upon the AAUP, the Commissioner, the Administration and the affected faculty members. Each party will bear its own costs and the costs of the arbitration proceedings will be shared equally.

13.000 NEGOTIATIONS

13.100 NEGOTIATION PROCEDURES

A. All negotiations shall be scheduled at reasonable times on the campus of Eastern Montana College unless mutually agreed otherwise.

B. Negotiation sessions shall be private and confidential to the extent allowed by Montana Statutes. Both parties, however, may inform and consult with their respective constituencies and policy teams.

C. The parties agree that only the members of the negotiating teams, including the student observer, may be present in the bargaining room. Either party may bring in such resource people as it may require for general or specific purposes.

D. Either team may designate alternate members or may change composition of the team. Notice of such changes shall be given in advance insofar as possible. In no case shall the membership of either negotiating team exceed eight (8) individuals. No negotiating session shall be cancelled due to the absence of any member unless mutually agreed to by both parties.

E. A spokesperson for each team shall be responsible for the recognition of and participation by each

member of his/her team.

F. Each spokesperson may call a caucus when it is deemed necessary.

G. Tentative agreements achieved during negotiations will be reduced to writing, initialed, and dated by the respective spokesperson. The tentative agreements are to remain confidential until the total agreement is concluded, unless the parties shall mutually agree otherwise.

H. Exchange of specific proposals, counterproposals, amendments, etc., will be in writing with sufficient copies provided for all members of each bargaining team.

I. All notes or records regarding conduct of the meeting will be kept by the participating individuals.

13.200 PRE-BUDGETARY NEGOTIATIONS

The parties to this Agreement agree they shall conduct pre-budgetary negotiations. In the event that the Legislature does not provide the funds required to implement the pre-budgetary understanding, budgetary negotiations will recommence as soon as possible.

DATED this 2 day of June, 1982.

FOR THE BOARD OF REGENTS

Commissioner of Higher Education

Acting President
Eastern Montana College

Chief Spokesperson

FOR THE AAUP

President, AAUP
Eastern Montana College

Chief Spokesperson

Table Representative

Student Representative

APPENDIX A

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 1978, by and between HAROLD ALTEROWITZ, ANNE ARNOLD, NELS CHRISTIANSEN, HARRY GAGHEN, ROBERT LEE, GEORGE PERKINS, ROBERT REDDING, GEORGE ROLLINS and FRED VAN VALKENBURG, hereinafter referred to as First Parties, and EASTERN MONTANA COLLEGE by and through its President, JOHN E. VAN DE WETERING, THE STATE OF MONTANA by and through LAWRENCE K. PETTIT, COMMISSIONER OF HIGHER EDUCATION, and THE BOARD OF REGENTS OF THE MONTANA UNIVERSITY SYSTEM, hereinafter referred to as Second Parties,

W I T N E S S E T H:

WHEREAS, First Parties filed an action for declaratory judgment against Second Parties in the District Court of the Thirteenth Judicial District of the State of Montana, in and for the County of Yellowstone, Cause No. 78402, concerning priority rights for summer session appointments.

NOW, THEREFORE, in consideration of the mutual promises herein con- ined and as full settlement and satisfaction of claims of First Parties in said lawsuit, the parties covenant and agree as follows:

1. First Parties will have the first option to teach courses that are selected from the regular listed curriculum as part of the summer schedule, if they taught such courses in the past, (either during the academic year or previous summer sessions) for an average of one-half FTE per summer. The summer courses are to be determined through the usual process, i.e., negotiation between department chairmen and the Director of Summer School. This settlement agreement

will continue only until each First Party reaches age 65, or for a maximum of six years, whichever is more favorable for each First Party.

2. In addition to paragraph 1 above, each First Party will have first option to teach one additional 1/2 summer FTE during his last three years before retirement upon reasonable notice not less than four years prior to retirement.

3. In the event that the regular listed curriculum for a particular summer does not contain a course which any of the First Parties have taught in the past, the summer priority right of one-half FTE per summer may be accumulated. Such accumulated priority summer teaching right shall terminate and expire with either the limitation of age 65 or the limitation of the six year period, as set forth above, whichever is applicable.

4. This agreement does not create priority rights to summer session appointments for First Parties which prevail over any priority rights of other "Grandfathers". "Grandfathers" are defined as faculty members who executed instruments in which they agreed to convert from 12-month to 10-month employment contracts and expected as a result to receive priority rights to summer session appointments. Grandfathers, other than the parties to this agreement, shall be recognized in the sole discretion of the President of Eastern Montana College. It is not the intent of the parties, nor will it be the effect of this agreement, to create third party beneficiaries under this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their

hands the day and year first above written.

FIRST PARTIES:

/S/ HAROLD ALTEROWITZ

/S/ ANNE ARNOLD

/S/ NELS CHRISTIANSEN

/S/ HARRY GAGHEN

/S/ ROBERT E. LEE

/S/ GEORGE PERKINS

/S/ ROBERT REDDING

/S/ GEORGE ROLLINS

/S/ FRED VAN VALKENBURG

APPROVED:

/S/ JAMES P. MURPHY
Attorney for First Parties

/S/ STEVEN A. VEAZIE
Attorney for Second Parties

SECOND PARTIES:

THE BOARD OF REGENTS OF THE MONTANA UNIVERSITY SYSTEM

BY /S/ LAWRENCE K. PETTIT
Commissioner of Higher Education

EASTERN MONTANA COLLEGE

BY /S/ JOHN E. VAN DE WETERING
Its President

A-4

IN THE DISTRICT COURT OF THE THIRTEENTH
JUDICIAL DISTRICT OF THE STATE OF MONTANA,
IN AND FOR THE COUNTY OF YELLOWSTONE

NO. DV 78 402

HAROLD ALTEROWITZ, ANNE ARNOLD, NELS CHRISTIANSEN, HARRY GAGHEN, ROBERT LEE, GEORGE PERKINS, ROBERT REDDING, GEORGE ROLLINS, PAUL THOMPSON and FRED VAN VALKENBURG,

Plaintiffs,

-vs-

EASTERN MONTANA COLLEGE by and through its President, JOHN E. VAN DE WETERING, THE STATE OF MONTANA by and through LAWRENCE K. PETTIT, COMMISSIONER OF HIGHER EDUCATION, and THE BOARD OF REGENTS OF THE MONTANA UNIVERSITY SYSTEM,

Defendants.

On stipulation of counsel for the respective parties and upon the written agreement which has been filed in this matter,

IT IS HEREBY ORDERED that the above captioned matter is dismissed with prejudice as fully settled on its merits on the basis of the written agreement filed herein. Each party shall pay his own costs and attorney's fees.

Dated this 27 day of October, 1978.

/S/ ROBERT WILSON
DISTRICT JUDGE

cc: James P. Murphy
Steven A. Veazie

APPENDIX B

HANDBOOK

1005 - A BILL OF RIGHTS AND RESPONSIBILITIES FOR MEMBERS OF THE INSTITUTION: FACULTY, STUDENTS, ADMINISTRATORS AND STAFF

Preamble

Members of the campus have an obligation to fulfill the responsibilities incumbent upon all citizens, as well as the responsibilities of their particular roles within the academic community. All members share the obligation to respect:

The fundamental rights of others as citizens.

The rights of others based upon the nature of the educational process.

The rights of the institution.

The rights of members to fair and equitable procedures for determining when and upon whom penalties for violation of campus regulations should be imposed.

1. As citizens, members of the campus enjoy the same basic rights and are bound by the same responsibilities to respect the rights of others, as are all citizens.

   Among the basic rights are freedom of speech; freedom of press; freedom of peaceful assembly and associational freedom of political beliefs; and freedom from personal force and violence, threats of violence, and personal abuse.

   Freedom of press implies the right to freedom from censorship in campus newspapers and other media, and the concomitant obligation to adhere to the canons of responsible journalism.

   It should be made clear in writings or broadcasts that editorial opinions are not necessarily those of the institution or its members.

   The campus is not a sanctuary from the general law.

   The campus does not stand in loco parentis for its members.

   Each member of the campus has the right

to organize his or her own personal life and behavior, so long as it does not violate the law or agreements voluntarily entered into; and does not interfere with the rights of others or the educational process.

Admission to, employment by, and promotion within the campus shall accord with the provisions against discrimination in the general law.

2. All members of the campus have other responsibilities and rights based upon the nature of the educational process and the requirements of the search for truth and its free presentation. These rights and responsibilities include:

Obligation to respect the freedom to teach, to learn, and to conduct research and publish findings in the spirit of free inquiry.

Institutional censorship and individual or group intolerance of the opinions of others are inconsistent with this freedom.

Freedom to teach and to learn implies that the teacher has the right to determine the specific content of his/her course, within the established course definition, and the responsibility not to depart significantly from his/her area of competence or to divert significant time material extraneous to the subject matter of his/her course.

Free inquiry implies that (except under conditions of national emergency) no research, the results of which are secret, is to be conducted on a campus.

Obligations not to interfere with the freedom of members of a campus to pursue normal academic and administrative activities, including freedom of movement.

Obligation not to infringe upon the rights of all members of a campus to privacy in offices, laboratories, and dormitory rooms and in the keeping of personal papers, confidential records and effects, subject only to the general law and to conditions voluntarily entered into.

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Campus records on its members, or former members, should contain only information which is reasonably related to the educational purposes or safety of the campus and may not be released to anyone except with the prior written consent of the individual involved.

Obligation not to interfere with any member's freedom to hear and to study unpopular and controversial views on intellectual and public issues.

Right to identify oneself as a member of the campus and a concurrent obligation not to speak or act on behalf of the institution without authorization.

Right to hold public meetings in which members participate, to post notices, and to engage in peaceful, orderly demonstrations.

Reasonable and impartially implied rules designed to reflect the educational purposes of the institution and to protect the safety of the campus shall be established regulating time, place, and manner of such activities and allocating the use of facilities.

Right to recourse if another member of the campus is negligent or irresponsible in performance of his/her responsibilities or if another member of the campus represents the work of others as his/her own.

Right to be heard and considered at appropriate levels of the decision-making process about basic matters of direct concern.

Members of the campus who have a continuing association with the institution and who have substantial authority and security have an especially strong obligation to maintain an environment conducive to respect for the rights of others and fulfillment of academic responsibilities.

Tenured faculty should maintain the highest standards in performance of their academic responsibilities.

3. The institution, and any division or agency which exercised direct or delegated

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authority for the institution, has rights and responsibilities of its own. The rights and responsibilities of the institution include:

Right and obligation to provide an open forum for members of the campus to present and debate public issues.

Right to prohibit individuals and groups who are not members of the campus from using its name, its finances, and its physical and operating facilities for commercial or political activities.

Right and obligation to provide for members of the campus the use of meeting rooms under the rules of the campus, including use for political purposes such as meetings of political clubs; to prohibit use of its rooms on a regular or prolonged basis by individual members or groups of members as free headquarters for political campaigns; and to prohibit use of its name, its finances, and its office equipment and supplies for any political purpose at any time.

Right and obligation not to take position, as an institution, in electoral politics or on public issues, except on those issues which directly affect its autonomy, the freedom of its members, its financial support, and its academic functions.

Right and obligation to protect the members of the campus and visitors to it from physical harm, threats of harm, or abuse; its property from damage and unauthorized use, and its academic and administrative processes from interruption.

Right to require that persons on the campus be willing to identify themselves by name and address, and state what connection, if any, they have with the campus.

Right to set reasonable standards of conduct in order to safeguard the educational process and to provide for the safety of members of the campus and the institution's property.

Right to deny pay and academic credit to members of the campus who are on strike,

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and concomitant obligation to accept legal strikes legally conducted without recourse to dismissal of participants.

4. All members of the campus have a right to fair and equitable procedures which shall determine the validity of charges of violation of campus regulations.

The procedures shall be structured so as to facilitate a reliable determination of the truth or falsity of charges, to provide fundamental fairness to the parties, and to be an effective instrument for the maintenance of order.

All members of the campus have a right to know in advance the range of penalties for violations of campus regulation. Definition of adequate cause for separation from the campus should be clearly formulated and made public.

Charges of minor infractions of regulations, penalized by small fines or reprimands which do not become part of permanent records, may be handled expeditiously by the appropriate individual or committee. Persons so penalized have the right to appeal.

In the case of charges of infractions of regulations which may lead to notation in permanent records, or to more serious penalties such as suspension or expulsion, members of the campus have a right to formal procedures with adequate due process, including the right of appeal.

Members of the campus convicted of violations under general law may be subject to campus sanctions for the same conduct, in accord with campus policies and procedures, when the conduct is in violation of a campus rule essential to the continuing protection of other members of the campus or to the safeguarding of the educational process.

2007 RESPONSIBILITIES OF DEPARTMENT HEADS

The primary role of the Department Head is to foster a quality educational program for students by creating an administrative climate in which the faculty member is able

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to teach and perform well. More specifically, the Department Head's roles and duties include careful attention to such associated student services as academic advisement, concerned representation of the department's opinions and problems, and conscientious administration of internal departmental principles, policies, and procedures as well as responsiveness to directives from the administration.

The Department Head has the following responsibilities to:

(a) Make faculty evaluations as necessary for transmittal to the Dean.

(b) Attempt to solve problems between faculty.

(c) Recommend faculty for college committee assignments after consultation with faculty members.

(d) Prepare and submit to the Dean budget requests, including Summer School requests, after departmental approval.

(e) Determine budget allocations, including travel funds, within the department according to procedures to be determined by the department.

(f) Prepare and submit occasional expenditure reports as necessary.

(g) Propose changes in curriculum, degree requirements, and non-curricular programs after approval by the department.

(h) Insure coordination of curricula within the department and with other departments.

(i) Determine yearly course offerings and Summer School offerings after consultation with the department faculty.

(j) Determine class time schedules after consultation with the department faculty.

(k) Assign courses to faculty for both the academic year and Summer School after consultation with the department faculty.

(l) Approve faculty assignments to extension and continuing education teaching.

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(m) Administer departmental registration.

(n) Attempt to solve problems between students and faculty.

(o) Assign student advisees to faculty according to procedures to be determined by the department and approved by the Dean.

(p) Evaluate transcripts for transfer students in cooperation with the Office of Admission.

(q) Review and approve records for graduation submitted by faculty advisers.

(r) Supervise departmental routine office matters, including revision of catalog entries and departmental brochures.

(s) Conduct departmental meetings.

(t) Represent the department at meetings at CHAD and other appropriate committees.

(u) Act as departmental liaison with other departments and other administrators.

(v) Set a professional example for faculty members.

(w) Promote and encourage the obtaining of grants, attendance at professional meetings, research and other scholarly activities, publication, performance, and other creative production among departmental faculty.

(x) Teach on a reduced loan basis as commensurate with administrative load and approved by the Dean.

(y) Such other administrative duties as required by department needs or assigned by the Dean.

Assistance in placement of graduating students is the primary function of the Placement Office, but this is an area of concern to each department, whose Head and staff shall render whatever assistance is possible.

The internal structure of departments shall be determined by the departments concerned and approved by the Department Head and the Dean. Each department reserves the right to establish its internal principles, policies, and

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procedures compatible with the roles and duties of the Department Head.

4001 FACULTY COUNCIL

Composition

The Eastern Montana College unit of the Faculty Council is composed of three members of the Faculty Senate - the President of the Senate during his/her term of office and two additional senators each elected in an alternating manner by the Senate from those Senators with three years of remaining service which shall be concurrent with their term on the Council.

Function

The purpose of the Faculty Council shall be to consider matters of interest and importance to the faculty exclusive of those issues involving salaries, benefits, terms and conditions of employment, and to make recommendations to the appropriate bodies concerning these matters.

Travel Expenses

Travel expenses and per diem will be paid in accordance with applicable law and regulations by the college for not more than three delegates from the faculty to attend the three annual meetings of the Faculty Council, and any special meetings duly called in accordance with the Faculty Council by-laws, such expenses to be paid for those duly authorized meetings of the Faculty Council held at Helena or at the location of a unit of the university system. The total expenditures for a fiscal year may not exceed $600 except by mutual agreement of the parties.

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4004.3 FACULTY FEE WAIVER

All fees, except registration fees and building fees, may be waived for faculty members who are at least 3/4-time salaried employees on the date of registration. The College may adopt regulations to limit the amount of credit for which a faculty member may register.

5001.2 CONTINUING EDUCATION: CREDIT PROGRAMS

(Same as Board of Regents Policy 304.1)

(1) There shall be no distinction between extension and resident credit.

(2) Continuing education credit courses shall meet the following criteria:

(a) Faculty. Persons assigned to teach courses must have credentials equivalent to those required of faculty teaching the same or similar courses under regular instruction.

(b) Facilities. Library or laboratory facilities must have been assessed and determined to be equivalent to those required for the same or similar courses offered under regular instruction credit programs.

(3) Each unit shall establish procedures for the academic approval of continuing education credit offerings.

5008 GRADE CHANGES

The grade as turned in at the end of each quarter shall remain final, except that an instructor may file a "Request for Grade Change" form.

5021 CLASS ABSENCE

Request for Absence

Except for absence due to official college activities, each faculty member is in full control of class attendance.

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Any non-official absence must be approved directly by the instructor of the course.

6001.0 SPEAKERS POLICY - PREAMBLE AND PHILOSOPHY

The United States of America has accorded to its citizens the highest degree of freedom of speech consistent with its laws and with a broad definition of decency. It is the intention of these regulations to accord a like degree of freedom to the campus community of Eastern Montana College while in addition taking into account that the primary function of an educational institution is to educate and that all segments of the campus community have a particular responsibility for the pursuit of truth. Controversy for the sake of controversy or for sensationalism contributes little, but if it is founded on mature examination and analysis, controversy over the great issues of our time is the heart of a college and the heart of a nation.

6001.1 SPEAKERS POLICY - REGULAR COLLEGE CLASSES

A faculty member may invite to address a class any speaker whose presentation is expected to aid the students in attaining the objectives of that course. If the speaker is a dignitary whose presence on the campus should be officially recognized, the faculty member should notify in advance the appropriate faculty or administrative offices.

6001.2 SPEAKERS POLICY - FACULTY ORGANIZATIONS

Within the framework of the educational purpose for which the organization came into being, and consistent with its purpose as stated in its constitution, any faculty organization is free to invite to address its membership any speaker competent to shed light in any field of interest

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reasonably related to the stated purpose. A Campus Facilities Request Form from the Office of Information must be completed, and visits by dignitaries should be afforded institutional attention.

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APPENDIX C

MONTANA UNIVERSITY SYSTEM
COMMISSIONER OF HIGHER EDUCATION

PROFESSIONAL LETTER OF FACULTY APPOINTMENT

Date: _____

To: _____

The Board of Regents of Higher Education of the State of Montana on behalf of Eastern Montana College hereby appoints or reappoints you as a faculty member with the academic rank of _____ in the Administrative Unit/Program of _____.

Your tenure status will be:

Tenured ☐ Probationary Appointment ☐ Nontenurable ☐

The term of this appointment will be from _____

to _____.

Special Conditions: _____

_____

_____

_____.

The academic contract year salary for the above stated position shall be $ _____ in accordance with the provisions of the Agreement currently in effect between the exclusive representative, American Association of University Professors, Eastern Montana College and the Commissioner of Higher Education as agent for the Board of Regents on behalf of Eastern Montana College.

All terms and conditions of employment shall be governed by the Agreement referred to above and your acceptance of this professional letter of faculty appointment constitutes an acknowledgment and acceptance of all provisions and conditions in the Agreement.

_____ President

_____ Commissioner of Higher Education

To be valid this acceptance of employment must be returned with the proper signature to the President of Eastern Montana College within twenty-one (21) days of the date of this professional appointment.

_____ Date

_____ Signature of Employee

Original to Employee

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APPENDIX D

EASTERN MONTANA COLLEGE
CALCULATION OF CRITICAL AREA SALARY ADJUSTMENTS

William A. Johnstone
Acting President
May 20, 1982

1. $66,000 for 1981-82 and $72,000 for 1982-83 will be made available for Critical Area Salary Adjustments (also called Market Adjustment Component, MAC).

   If there is neither designation nor intent of critical area salary adjustment in the 1983-85 legislative appropriation, Eastern Montana College management may allocate funds for CASA from the total amount appropriated by the legislature, if deemed in the best interest of Eastern Montana College.

   However, faculty salary percentage increases will not be diminished because of the continuation of the market adjustment component (CASA) in 1983-85.

2. Use 1981-82 Oklahoma Faculty Salary Survey by Discipline as data source to calculate the Critical Area Salary Adjustment Factor for 1981-82 and 1982-83 years. The rank of Assistant Professor salary will be used to calculate an index of relationships between disciplines at Eastern Montana College as defined in Steps: Calculated Index #1 and listed on page one of the Worksheets.

3. Allocate a maximum of ten percent (10%) in 1981-82 and 1982-83 from the CASA funds available for judgmental use in sub-disciplines where institutional mission, recruitment, or retention dictates salary adjustments. These funds are allocated by the administration to individuals based on institutional need and faculty qualifications. The president will file a yearly report on actions taken with the Faculty-Administration Committee. These allocations are not grievable.

4. In any academic year of the contract a faculty member shall receive the larger of his or her previous academic year's salary matrix plus CASA/MAC or his or her current academic year's salary matrix plus CASA/MAC.

5. The Eastern Montana College operational plan of September, 1981, was used for faculty FTE and salary information. Any study can only be accurate for a particular point in time. Minor adjustments would be required with staffing changes. Management table offers would be added for 1981-82.

6. When necessary, identification of teaching discipline would be obtained from Administrative Units/Dean/Academic

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Vice President. With the new Letter of Appointment this would be available in the business records.

7. If individual prorated adjustments are needed because of teaching assignments in more than one of the discipline areas, data on classes taught or scheduled are available from the Registrar. This can be verified by the Department Chairperson. At the beginning of the year the schedule of classes could be used with needed adjustment for change made during Spring quarter.

8. The MAC/CASA will be calculated for 1983-85 using the same procedures and methodology as for 1981-83 unless negotiations on Compensation for 1983-85 change the procedures and methodology. The faculty member's CASA will be calculated yearly.

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APPENDIX E

EASTERN MONTANA COLLEGE
(Market Adjustment Component Factor - (MACF)*

	1981-82
Accounting/Finance/Information Systems	16.9%
Management/Marketing/Business Economics	13.7%
Computer Science	11.5%
Education, General	.4%
Special Education	1.2%
Business Education	7.7%
Physical Science	1.5%
All Other Disciplines	.0%

*To calculate MACF amounts to be added to the faculty members' 1981-82 salary as determined in Section 11.120, apply the above percentages to the salary matrix amounts as identified in Section 11.182.

For faculty members who have achieved maximum steps, the CASA or MACF percentage applies to the maximum steps in the appropriate matrix.

(1981-83 MACF's will be calculated and available during July, 1982.)

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APPENDIX F

(Market Adjustment Factor - (MAF)*

	1982-83
Accounting/Finance/Information Systems	17.5%
Management/Marketing/Business Economics	12.3%
Computer Science	12.7%
Business Education	7.0%
Physical Science	.7%
Native American Studies	.4%
All Other Disciplines	.0%

*To calculate MAF amounts to be added to the faculty members' 1982-83 salary as determined in Section 11.140, apply the above percentages to the salary matrix amounts as identified in Section 11.180.

For faculty members who have achieved maximum steps, the MAF percentages apply to the maximum steps in the appropriate matrix.